

AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 7/6/2010
FROM: Faith G. Miller, City Manager **AGENDA ITEM:** 7 - A
SUBJECT: Request for Approval to Award of Bid #10020, Nuisance Abatements - Enforcement Services Department.

LOCATION:

City-wide

BACKGROUND:

The City previously bid Nuisance Abatements and made an award to two contractors, Housemen, LLC and Total Lawn Care. Total Lawn Care's insurance has expired and was not renewed. Therefore, Housemen, LLC is the only company that is currently used by the City.

The services required are for abatement work to include clearing properties of trash and debris, on an as needed basis, as a yearly contract. These services are performed at specific vacant, abandoned or occupied properties, as designated by the City Code of Ordinances. Code of Ordinances states that if the property owner does not remove the condition(s), the City shall have the condition(s) corrected at the owner's expense.

Due to the amount of properties requiring these services, request was made for Purchasing to solicit bids so that an additional company could be used to provide the required services.

Seven bids were received. The overall low bidder is FCG, Inc.

The City typically spends \$40,000 annually for abatements. FCG, Inc. would be given approximately \$10,000 for the remainder of this fiscal year and then each company would be given a blanket PO for \$20,000 for each annual renewal period upon annual Commission appropriation.

**ORIGINATING
DEPARTMENT:**

Enforcement Services

SOURCE OF FUNDS:

General Fund

COST:

\$40,000

REVIEWED BY:

Faith G. Miller, City Manager

**STAFF
RECOMMENDATION
PRESENTED BY:**

Dale Baker, Enforcement Services Director -
Recommendation is being made to make award to FCG, Inc.
for the remainder of this fiscal year and renew annually in
accordance with the bid and upon annual Commission
appropriation of funds for these services.

**POTENTIAL
MOTION:**

"I move to approve award to FCG, Inc. to provide nuisance
abatement services for the remainder of the current fiscal
year and renewed annually in accordance with the bid and
Commission appropriation of funding for these services."

**AGENDA ITEM
APPROVED BY:**


Faith G. Miller, City Manager

ATTACHMENTS:

- Bid #10020 Nuisance Abatements
- Bid Tabulation
- Award Memo
- Bid from Annan Landscape Co.
- Bid from Bellamy Landscaping LLC
- Bid from Caldwell's Lawn Service, Inc.
- Bid from Cartwright All Season, Inc.
- Bid from FCG, Inc.
- Bid from Perfection Lawn and Tree Service
- Whitehouse Contracting, LLC

<p>Submit Bid to:</p> <p>CITY OF DELTONA</p> <p>2345 Providence Blvd. Deltona, Florida 32725 Attn: Purchasing</p> <p>CLEARLY MARK SEALED ENVELOPE WITH BID NAME AND NUMBER</p>	<p>INVITATION TO BID# 10020</p> <p>NUISANCE ABATEMENTS (LOT MOWING AND PROPERTY MAINTENANCE) FOR CODE ENFORCEMENT DIVISION</p>
<p><u>Contact:</u></p> <p>KATE KRAUSS, CPPO, CPPB, SPSM PURCHASING MANAGER kkrauss@deltonafl.gov Phone: (386) 878-8570 / Fax: (386) 878-8571</p>	<p>BIDDER NAME: _____ _____ _____</p>
<p><u>Bid Due Date & Time:</u></p> <p>THURSDAY, JUNE 10, 2010 AT 2:00 P.M.</p>	<p>MAILING ADDRESS: _____ _____ _____</p>
<p><u>Location of Public Opening:</u></p> <p>City of Deltona, 1st Floor Conference Room 2345 Providence Blvd., Deltona, FL 32725</p>	<p>Phone#: _____</p>
	<p>PAGE 1 of 21</p>

**GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR
BIDDERS**

These documents constitute the complete set of terms and conditions, specification requirements, and bid forms. All bid sheets and attachments must be executed and submitted in a sealed envelope. The face of the envelope shall contain Bidder's name, return address, the date and time of bid opening, the bid number and title. Bids not submitted on the enclosed Bid Form shall be rejected. Bidders shall submit three (3) complete sets (one [1] original and two [2] copies) of their bid, complete with all supporting documentation. SUBMITTAL OF A BID IN RESPONSE TO THIS INVITATION TO BID CONSTITUTES AN OFFER BY THE BIDDER. Bids which do not comply with these requirements may be rejected at the option of the City.

CONTACT: All prospective bidders are hereby instructed not to contact any member of the City of Deltona Commission, City Manager, or City of Deltona Staff members other than the noted contact person OR another member of the City's Purchasing Division regarding this Invitation to Bid or their bid proposal at any time during the bid process. Any such contact shall be cause for rejection of your bid proposal. The Bid process is not over until an award is made.

DELAYS: The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify bidders of all changes in scheduled due dates by written addendum.

EXECUTION OF BID: Bid must contain a manual signature, in ink, of an authorized representative, who has the legal ability to bind the Bidder in contractual obligations in the space provided on the Bid Response Form. Failure to properly

Bid # 10020 Nuisance Abatements

sign the Bid shall invalidate same, and it shall not be considered for award. Bid must be typed or legibly printed in ink. Use of erasable ink is not permitted. All corrections made by Bidder to any part of the bid document must be initialed in ink. The original bid conditions and specifications cannot be changed or altered in any way. Altered bids will not be considered. Clarification of bids submitted shall be in letter form, signed by bidders and attached to the bid.

BIDDER INFORMATION: Bidder shall complete the "Corporate Authority", "Joint Venture", "Sole Proprietorship", or "Partnership" portion of the Bidder Information Sheet, whichever part applies, and include with their bid submittal.

JOINT VENTURES: Bids submitted by firms under "joint venture" arrangements or other multi-party agreements must submit a power of attorney delegating authority to one principal with authority to negotiate and execute any/all contract documents resulting from negotiations/award of this Invitation to Bid.

NO BID: If not submitting a bid, respond by returning only the Statement of No Bid, and give the reason in the space provided. Failure to respond three (3) times in succession without justification may be cause for removal of the Bidders name from the mailing list.

BID OPENING: Shall be public, at the above address, on the date and at the time specified above. The bid time shall be scrupulously observed. Under no circumstances shall bids delivered after the time specified be considered; such bids will be returned unopened. The City will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Finance Department serve as the official authority to determine lateness of any bid. It is the Bidders sole responsibility to assure that his/her bid is complete and delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered will not be considered. Offers by facsimile, telegram or telephone are **not** acceptable. A bid may **NOT** be altered by the Bidder after opening of the bids. Bid tabulations will be furnished upon written request which includes a self-addressed, stamped envelope.

Persons with disabilities needing assistance to participate in the Public Bid Opening should contact the City Clerk at least 48 hours in advance of the meeting at 386-561-2100.

TAXES: The City is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City's exemption numbers are on the face of the purchase order. If requested, the Purchasing Manager will provide an exemption certificate to the awarded Bidder. Vendors/contractors doing business with the City shall **not** be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City nor shall any

Vendor/Contractor be authorized to use the City's Tax Exemption Number in securing such materials.

CERTIFICATES

The City reserves the right to require proof that the bidder is an established business and is abiding by the Ordinances, Regulations, and Laws of their Community and the State of Florida such as but not limited to: Occupational Licenses, Business Licenses, Florida Sales Tax Registration, Federal Employee Identification Number.

DISCOUNTS: Cash discounts for prompt payment shall **not** be considered in determining the lowest net cost for bid evaluation purposes.

MISTAKES: Bidders are expected to examine the terms and conditions, specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. **FAILURE TO DO SO WILL BE AT BIDDER'S RISK.** In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly. Written amounts shall take precedence over numerical amounts. In the event of addition errors(s), the unit price, and extension thereof, will prevail and the Bidder's total offer will be corrected accordingly. Bids having erasures or corrections must be initialed in ink by the Bidder.

AWARD TERM This bid shall remain open for a period of three years with the option to renew for two additional one year periods upon mutual agreement of both parties.

PRICE REDETERMINATION The Contractor may petition the Purchasing Manager for price redetermination within forty-five (45) days of the expiration of each term of the contract. Any price redetermination will include all items awarded. If the City and the Contractor cannot agree on any price redetermination, then the contract will expire. *(See other conditions under Special Terms and Conditions)*

UNUSUAL CIRCUMSTANCES: If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party to the contract occur, and those circumstances significantly affect the Seller's cost in providing the required items or services, then the Seller may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Seller, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

Bid # 10020 Nuisance Abatements

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Seller with no penalty to the City or Seller. The Seller shall fill all City requirements submitted to the Seller until the termination date contained in the notice.
2. The City requires the Seller to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
3. If the City, in its interest and in its sole opinion, determines that the Seller in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Seller in default and disqualifying him for receiving any business from the City for a state period of time.
4. If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Seller receives notice in writing signed by a person authorized to bind the City in such matters.

INVOICING AND PAYMENT: Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this bid specification shall minimally meet the following conditions to be considered as a valid payment request:

- a. A timely submission of a properly certified invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or purchase order document, and be submitted to the Finance Department at the address as stipulated on the Purchase Order.
- b. All invoices submitted shall consist of an original and one (1) copy; clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain date of delivery; original or legible copy of signed delivery receipt including both manual signature and printed name of a designated City employee or authorized Agent; be clearly marked as "partial", "complete" or "final" invoice. The City will accept partial deliveries.
- c. The invoice shall contain the Bidder's Federal Employer Identification Number (F.E.I.N.).
- d. The City's terms are "Net 30 Days" after acceptance of goods or services and receipt of an acceptable invoice as described herein. Any discounts must be offered on the Bid Response Form.

GENERAL: The City of Deltona, having limited storage facilities, requires the service of private firms to provide materials, supplies and/or services on an as needed basis, as indicated herein, to support the City's needs.

ADDITIONAL TERMS AND CONDITIONS: Unless expressly accepted by the City, the following conditions shall apply: No additional terms and conditions included with the bid response shall be considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this bid if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Bid Documents are the only conditions applicable to this bid and the Bidder's authorized signature on the Bid Response Form attests to this. Exceptions to the terms and conditions will not be accepted.

INTERPRETATIONS: All Bidders shall carefully examine the Bid Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of Bids; failure to do so, on the part of the Bidder, will constitute an acceptance by the Bidder of any subsequent decision. Any questions concerning the intent, meaning and interpretations of the Bid Documents shall be requested in writing (facsimile transmission acceptable (386) 789-7230, and received by the City at least seven (7) calendar days prior to the Bid Opening. Inquires shall be addressed to the attention of the Contact person as indicated on Page 1. No person is authorized to give oral interpretations of, or make oral changes to, the bid. Therefore, oral statements given before the bid opening will not be binding. Any interpretation of, or changes to, the bid will be made in the form of a written Addendum to the bid and will be furnished to all Bidders through DemandStar. Receipt of all addenda shall be acknowledged by the Bidders by signing and enclosing said addenda or addendum acknowledgement with their bid.

ADDENDUM: The City will record its responses to inquiries, any supplemental instructions, and/or necessary revisions to Bid Documents; in the form of a written addendum. Should revisions to the Bid Documents become necessary, the City will post a written addendum to the DemandStar website which will go out to all Bidders who received a bid package through DemandStar. All addendum are posted to the DemandStar website and current planholders are notified that an addendum has been issued. Bidders who obtain Bid Documents from other sources must officially register with the City's Purchasing Manager in order to be placed on the DemandStar website as a bid holder in order to receive any forthcoming addenda or other official communications. Failure to register as a prospective Bidder may cause your bid to be rejected as non-responsive if you have failed to submit a bid without an addendum acknowledgment for the most current addendum. It is the vendor's responsibility to check

Bid # 10020 Nuisance Abatements

the DemandStar website at www.demandstar.com in order to be sure latest addendum and any prior addendum have been received.

PROTESTS: Any Bidder who disputes the bid selection or contract award recommendation shall file such protest according to the bid protest procedures. These procedures are available upon request from the City.

CONFLICT OF INTEREST: All Bidders must disclose with their bid the name of any officer, director, or Agent who is also an employee of the City. All Bidders must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches.

LEGAL REQUIREMENTS: Bidders are required to comply with all provisions of Federal, State, City and local laws and ordinances, rules and regulations that are applicable to the items being bid. Lack of knowledge by the Bidder shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effect thereof.

DRUG-FREE WORKPLACE: Preference shall be given to business with Drug-Free Work Place (DFW) programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

POSTING OF BID AWARD: Recommendation for award will be posted for review by interested parties on DemandStar. Failure to file a protest to Purchasing within the time prescribed in the CITY's Purchasing Manual, shall constitute a waiver of proceedings.

AWARD: As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, "All or None", or a combination thereof; with one or more suppliers; to reject any or all bids, or waive any minor irregularity or technicality in bids received, award or eliminate an portion of the bid, and may, at it's sole discretion, request a re-bid, or abandon the project in it's entirety. Bidders are cautioned to make no assumption until the City has entered into a contract or issued a purchase order.

EEO STATEMENT: The City is committed to assuring equal opportunity in the award of contracts, and, therefore complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age or sex.

CONTRACTUAL AGREEMENT: The contents of this Bid and all provisions of the successful bid proposal deemed pertinent by the City may be incorporated into a contract and

Bid # 10020 Nuisance Abatements

become legally binding. A separate contract document, other than the purchase order, may or may not be issued. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of Florida. The venue shall be County of Volusia, Florida.

GOVERNMENTAL RESTRICTIONS: In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the Bidder to notify Purchasing at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The City reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

PERMITS/LICENSES/FEES: Any permits, licenses, or fees required will be the responsibility of the Contractor, no separate or additional payment will be made.

Adherence to all applicable code regulations (Federal, State, City, City) are the responsibility of the Contractor.

INDEMNIFICATION: The Bidder, without exemption, shall indemnify and save harmless, the City, its employees and/or any of its Commissioners from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Bidder. Further, if such a claim is made, or is pending, the Bidder may, at its option and expense, procure for the City the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the City agrees to return the article on request to the Bidder and receive reimbursement. If the Bidder used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

ADVERTISING: In submitting a bid, Bidder agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval, by the appropriate level of authority within the City.

ASSIGNMENT: Any purchase order or contract issued pursuant to this Invitation to Bid and the monies which may become due hereunder are not assignable except with the prior written approval of the City, through the Finance Department.

COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH: Bidder certifies that all material, equipment, etc., contained in his/her bid meets all applicable O.S.H.A. requirements. Bidder further certifies that, if he/she is the successful Bidder, and the material, equipment, etc., delivered

is subsequently found to be defective in any applicable O.S.H.A. requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be borne by the Bidder.

RESPONSIBILITY: A Bidder must have at the time of bid opening, a company in operation, (if applicable) or be a fully authorized Agent or representative of the product bid, and capable of producing or providing the items bid, and follow-up parts and service, including any warranty services as applicable, and so provide such certification upon request.

FACILITIES: The City reserves the right to inspect the Bidder's facilities at any reasonable time, during normal working hours, to determine that Bidder has a bona fide place of business, and is a responsible Bidder.

DISQUALIFICATION OF BIDDER: More than one bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is involved in more than one bid submittal will be cause for rejection of all bids in which such Bidders are believed to be involved. Any or all bids will be rejected if there is reason to believe that collusion exists between Bidders. Bids in which the prices obviously are unbalanced will be subject to rejection.

ADJUSTMENTS / CHANGES / DEVIATIONS: No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a bid expressly so provide. Any other adjustments, changes or deviations shall require prior written approval, and shall be binding **ONLY** if issued by the City's Finance Department. The Bidder shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly executed as required herein.

PUBLIC RECORDS: Upon award recommendation or ten (10) days after opening, whichever is earlier, bids become "public records" and shall be subject to public disclosure consistent with Chapter 119.07(3)(o), Florida Statutes. Bidders must invoke the exemptions to disclosure provided by law in the response to the Bid, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

Bids may be reviewed at City Hall, 2345 Providence Blvd., Deltona, FL 32725.

BID PREPARATION COSTS: Neither the CITY nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Invitation to Bid. Bidders should prepare their bids simply and economically, providing all information and prices as required.

ACCEPTANCE / REJECTION: The City of Deltona reserves the right to accept or reject any or all bids and to make the award to that Bidder, who in the opinion of the City will be in the best interest of and/or the most advantageous to the City. The City of Deltona also reserves the right to reject the bid of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in the City's opinion, is not in a position to perform properly under this award. The City of Deltona reserves the right to inspect all facilities of bidders in order to make a determination as to the foregoing. The City of Deltona reserves the right to waive any irregularities, informalities, and technicalities in offers received, and may, at its discretion, request a re-bid, or abandon the project/procurement in its entirety.

ANY AND ALL SPECIAL TERMS AND CONDITIONS, TECHNICAL REQUIREMENTS, SCOPE OF WORK OR SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

Bid # 10020 Nuisance Abatements

<p style="text-align: center;">SCOPE OF WORK Bid No. 10020 for Nuisance Abatements</p>
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Scope of Services

Scope: To provide mowing services and/or other abatement work needed to clear properties of trash and debris, on an as needed basis, as a yearly contract. These services shall be performed at specific vacant, abandoned or occupied properties, as designated by the City Code Ordinance. Code ordinance states that if the property owner does not remove the condition(s), the City shall have the condition(s) corrected at the owner's expense.

Specific Requirements:

1. A Blanket Purchase Order will be provided for the year. The purchase order number must appear on all invoices and delivery tickets. For prompt payment, all invoices must be sent directly to City of Deltona, Accounts Payable, 2345 Providence Blvd., Deltona, Florida 32725.
2. The successful bidder(s) shall secure licenses imposed by law and ordinance, and pay all charges and fees which shall include a current County of Volusia Business License. Before issuance of a contract to the successful bidder, copy of the actual license shall be provided to the Purchasing Division.
3. The successful bidder(s) shall provide a Certificate of Insurance before issuance of a contract. See Exhibit "A" for Insurance Requirements.
4. The successful bidder(s) shall observe all ordinances regarding the obstruction of streets and driveways, maintaining signals and open passageways, and protecting the same where exposed.
 - a. Proper safety precautions shall be used at all times and shall remain the successful bidder's responsibility.
 - b. The successful bidder shall be responsible for providing, maintaining and transporting all necessary and customary equipment, tools and fuel needed to fulfill the contract. In no event shall the City be responsible for any damages to any of the successful bidder's equipment or clothing either lost, damaged, destroyed or stolen.
 - c. Work must be done to the satisfaction of the department. If not completed to the department's satisfaction, the successful bidder shall return and complete at no additional charge.

Bid # 10020 Nuisance Abatements

5. The City reserves the right to periodic reviews with the successful bidder. The City shall NOT be responsible for payment to contractor for any briefings or meetings held between the City and the successful bidder, as these meetings are to the mutual benefit of both parties.
6. Due to requirements placed on the City by State Statutes, **all works shall be completed within (7) business days from original notification.** A work authorization form from the Code Enforcement Inspector or Designee shall constitute notification.
7. Failure to comply with the request for service within the required amount of time or communicate inability to comply may constitute a breach of contract.
 - a. Inclement weather shall mean severe weather (rain or drought), may be a reason to delay work; however, communication of delay must be given to the Code Enforcement Inspector or Designee.

ADDITIONAL REQUIREMENTS:

1. The City reserves the right to award on an "All-or-None " basis, or to award on an "Item-by-Item" or "Group-by-Group" basis or to award to more than one company, whichever is in the best interest of and/or most advantageous to the City. Whenever two or more bids which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that completed the **Drug Free Workplace** form (enclosed), shall be given preference in the award process.

2. POST AWARD MEETING

Within 5 working days after receipt of notification of award of bid, awarded Bidder shall meet with the City's representative(s) to discuss job procedures and scheduling.

3. QUALIFICATION OF BIDDERS

This bid shall be awarded only to a responsible, responsive Bidder, qualified by experience to provide the work specified. The Bidder shall submit the following information with his proposal:

- List and brief description of similar work satisfactorily completed with dates of contracts, name and addresses of owners, and contact people.
- List of equipment available to do the work required. Include make, model, quantity, year of manufacture and condition of the equipment.
- List of personnel, by name and title, contemplated to perform the work.

Bid # 10020 Nuisance Abatements

Failure to submit the above requested information may be cause for rejection of your bid. Information previously submitted to the City in response to another Invitation to Bid shall not satisfy this requirement.

4. PERFORMANCE PROBATION PERIOD

The successful awardee(s) will immediately enter into a three-(3) month probationary period upon start up of work assignment. During this time, City staff will closely scrutinize the awardee(s) performance. If the awardee performance fails to consistently meet the standards specified within the bid, his/her contract will be promptly canceled. If his/her performance is acceptable, then he/she will be so notified and the contract will extend through the stated expiration date.

5. EQUIPMENT

All equipment placed in service shall be properly maintain

6. APPAREL

Contractor's personnel shall wear appropriate apparel while on City property or while working on any city project.

7. SCHEDULING

The City shall approve all work hours and schedules. In general, all work shall be performed during daylight hours. No work shall be done when weather conditions limit good visibility.

8. PROJECT MANAGEMENT

A Code Enforcement Inspector or Designee shall be designated by the City. During the course of the project, the Code Enforcement Inspector or Designee will be the City's representative, and be responsible for assuring the proper completion of the project by the Contractor.

9. PAYMENT

- Payment shall be based on pre-determined units of measure and shall be paid according to those units.
- The "awardee(s)", upon completion of work orders, shall request an inspection by the Enforcement Services Director or designee.
- The Enforcement Services Director, Inspector or designee shall approve completed work orders performed to specifications and authorize payment when invoiced.
- Payment for services will be accomplished by submission of an invoice, in duplicate, to: City of Deltona, Accounts Payable, 2345 Providence Blvd., Deltona, FL. Invoice must reflect purchase order number.

10. CANCELLATION

The City reserves the right to cancel this contract without cause or penalty. The awarded Bidder, for good cause, upon ninety (90) days prior written notice may cancel this contract.

Bid # 10020 Nuisance Abatements

11. PROTECTION OF PROPERTY

The Contractor shall at all times guard against damage or loss to the property of the City or of other contractors or property owners and shall be held responsible for replacing or repairing any such loss or damage. The City may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the Contractor or his agents.

12. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of this bid, the Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement:

1. The prices in this bid have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor; and,
3. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.
4. Bidder agrees that supplies/services furnished regarding this offer, if awarded, shall be covered by the most favorable commercial warranties the Bidder gives to any customer for such supplies services and that rights and remedies provided herein are in addition to and do not limit any rights offered to the City by any other provision of the bid award.

13. EFFECTIVE PERIOD

Contracts resulting from this Invitation for Bid will run for an initial period of three years with the option to renew for two additional one year periods upon mutual agreement in writing of both parties. The City reserves the right to cancel the agreement between the parties at any time with 30 days notice.

14. ESCALATION

Prices will be firm for the first year; however, the City acknowledges the fluctuating nature of prices for items specified. Accordingly an escalator/de-escalator clause will be accepted only under the following conditions:

1. If a price increase is to be requested, contractor is required to notify Purchasing in writing of all items affected by price increases/decreases.
2. All price increase(s) and decrease(s) may or may not be approved by the City's Purchasing Manager prior to becoming effective.

Bid # 10020 Nuisance Abatements

3. If the City and Contractor cannot come to any agreement regarding any price increase request, this agreement shall expire at the end of the current annual term.

15. PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

The submission of any bid in response to this Invitation to Bid also constitutes a bid made under the same terms and conditions, for the same contract price, and for the same effective period as this bid, to other governmental agencies.

Each governmental agency desiring to accept these bids, and makes an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this bid. This agreement in no way restricts or interferes with the right of any political subdivision to rebid any or all items.

16. INSURANCE

The Contractor shall furnish proof of insurance as outlined in Exhibit A. Insurance certificates must be sent to:

The City of Deltona
Attn: Kate Krauss, Purchasing Manager
2345 Providence Boulevard
Deltona, FL 32725

Bid # 10020 Nuisance Abatements

EXHIBIT A

INSURANCE REQUIREMENTS

Workers Compensation: Coverage to apply for all employees for Statutory Limits in compliance with the applicable state and federal laws. The policy must include Employer's Liability with a limit of \$100,000 each accident.

Commercial General Liability: Shall have minimum limits of \$300,000 per Occurrence. Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises and/or Operations, Independent Contractors and Products and/or Completed Operations, Broad Form Property Damage and XCU Coverage, and a Contractual Liability Endorsement.

Business Auto Policy: Shall have minimum limits of \$300,000 per Occurrence. Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Owned Vehicles, Hired and Non-Owned Vehicles, and Employees Non-Ownership.

Hold Harmless Clause: An appropriate Hold Harmless Clause shall be included within all contracts stating that the Contractor agrees through signing of this document by an authorized party or agent to hold harmless and defend the City of Deltona and its agents and employees from all suits and actions, including attorneys' fees and all costs of litigation and judgments of every name and description arising out of or incidental to the performance of this contract or work performed thereunder, whether or not due to or caused by negligence of the entity excluding only the sole negligence of the entity.

This provision shall also pertain to any claims brought against the entity by any employee of the named Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them.

The contractor's obligation under this provision shall not be limited in any way to the agreed upon contract price as shown in this contract or the Contractor's limit of or lack of sufficient insurance protection.

Certificate of Insurance: The entity is to be specifically included as an additional insured. This does not pertain to Workers' Compensation.

In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued thirty days prior to said expiration date.

The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy.

Unless otherwise specified it shall be the responsibility of the contractor to insure that all subcontractors comply with the same insurance requirements spelled out above.

All certificates of insurance must be on file with and approved by the City of Deltona before the commencement of any work activities.

HOLD HARMLESS AGREEMENT

As a part of the contract with the City of Deltona and for the same consideration as provided for in the contract, the contractor agrees to indemnify, hold harmless and defend the City of Deltona, its officials and employees from all claims, losses, damages, costs, charges, expenses, suits or actions brought against the City of Deltona as a result of any action or failure to act on the part of the contractor, its employees, sub-contractors or agents. This includes attorney's fees and all costs of litigation including appellate attorney's fees and costs as well as any judgements.

Name of Contractor: _____

Signature of Contractor: _____

Date: _____

The comprehensive general liability policy purchased by the above-named contractor includes contractual liability and covers the City of Deltona hold harmless agreement. In addition, the insurance company underwriter has approved the hold harmless agreement.

Name of Insurance Agency: _____

Signature of Insurance Agent: _____

Date: _____

NOTE: THE SELECTED COMPANY WILL ALSO NEED TO BE AVAILABLE FOR ALL EMERGENCY CLEAN UP SITUATIONS SUCH AS AFTER A HURRICANE.

IS YOUR COMPANY WILLING TO DEDICATE THE PERSONNEL AND EQUIPMENT NEEDED TO DO THIS: _____ YES _____ NO

CITY OF DELTONA
Nuisance Abatements (Lot Mowing and Property Maintenance)
For Code Enforcement Division – Term Contract
Bid No. 10020

In accordance with the foregoing terms, conditions and specifications, the undersigned bidder hereby submits the following firm, fixed prices for supplying the City of Deltona with mowing services, abatement work, emergency response and services needed to clear lots of trash and debris, on an as needed basis, as a yearly contract as follows:

NOTE: PRICES ARE INCLUSIVE OF LABOR, MATERIALS, EQUIPMENT AND DISPOSAL FEES.

SCHEDULE OF PRICING

CATEGORY I: MOWING VACANT AND OCCUPIED LOTS: Mowing vacant or occupied parcels of land including trimming weeds and grass along or by fences, hedges, fire hydrants, poles, trees, portions of street and along the house. The driveway and walkways should be cleared after mowing with a blower.

ITEM #	DESCRIPTION	UNIT PRICE
1	Lot mow & light clean-up of property (FLAT RATE)	\$
2	Lots over 5,000 sq. ft. & light clean-up of property Up to 8,200 sq. ft. (FLAT RATE)	\$
3	Lots over 8,200 sq. ft. & light clean-up of property Up to 14,000 sq. ft. (FLAT RATE)	\$
4	Your proposed rate for mowing each additional 1,000 sq. ft. over 14,000 sq. ft. This is not a flat rate as charge. Will depend on actual lot size	\$ For each additional 1,000 sq. ft. over 14,000

CATEGORY II: MISCELLANEOUS SERVICE: When necessary and when directed, accumulating, boxing, bagging or bundling trash and placing same at curbside or transporting to an authorized disposal facility, trimming dense overgrowth/undergrowth in areas where mowers or other standard equipment can not be used (does not include trimming around objects noted in Category I above): raising canopies on trees; removing or leveling of dirt or spoils; removing dead, diseased or fallen trees; trimming trees; hedges, shrubs. Price includes placing trash at curbside in a condition that complies with City and Solid Waste Authority size, weight,

Bid # 10020 Nuisance Abatements

separation and handling requirements or transporting materials to an authorized dumpsite but not disposal charges, which are paid separately, based on the actual charges incurred per an invoice from the disposal facility.

ITEM #	DESCRIPTION	UNIT PRICE
5	Chain Saw with Operator	\$ Per hour
6	Tractor equipment with operator	\$ Per hour
7	Hauling trailer and operator	\$ Per hour
8	Dump truck with operator	\$ Per hour
9	Labor only, i.e. refuse removal, etc.	\$ Per hour

ITEM #	DESCRIPTION	UNIT PRICE
10	Appliance Removal	\$ Each
11	Tire Disposal	\$ Each
12	Cost for operator and bobcat with a claw	\$ Per hour
13	Cost for operator and bobcat with a Brush Cutter 6'	\$ Per hour
14	Misc. Trash/Debris Removal	\$ Per hour
15	Misc. Abatements of pool or structure	\$ Unit-price quote request before job
16	Board up windows to include labor and supplies	\$ _____ per window
17	Board up door to include labor and supplies	\$ _____ per door

Bid # 10020 Nuisance Abatements

HOLD HARMLESS AND INDEMNITY AGREEMENT

_____, agrees through the signing of this document by an authorized party or agent that it shall defend, indemnify and hold harmless the City of Deltona, and its agents, employees, and public officials from and against all suits, losses, claims, demands, judgments of every name and description arising out of or incidental to the performance of this contract or work performed thereunder, whether or not due to or caused by the negligence of the City of Deltona, its agents, employees, and public officials excluding only the sole negligence of the City of Deltona, its agents, employees, and Public Officials.

This provision shall also pertain to any claims brought against the City of Deltona, its agents, employees, and public officials by an employee of the named Contractor, any Sub-contractor, or anyone directly or indirectly employed by any of them.

The Contractor's obligation to indemnify the City of Deltona, its agents, employees and public officials under this provision shall be limited to \$1,000,000 per occurrence which the parties agree bears a reasonable commercial relationship to the contract.

The Contractor agrees to accept, and acknowledges as adequate remunerations, the consideration of \$10, which is part of the agreed bid price, the promises contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, for agreement to enter into this Hold Harmless and Indemnity Agreement.

CONTRACTOR

DATE

Bid # 10020 Nuisance Abatements

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of this bid, the Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement:

1. The prices in this bid have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor; and,
3. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.
4. Bidder agrees that supplies/services furnished regarding this offer, if awarded, shall be covered by the most favorable commercial warranties the Bidder gives to any customer for such supplies services and that rights and remedies provided herein are in addition to and do not limit any rights offered to the City by any other provision of the bid award.

PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

All Bidders submitting a response to this Invitation to Bid agree that such response also constitutes a bid to all governmental agencies, under the same conditions, for the same contract price, and for the same effective period as this bid, should the Bidder feel it is in their best interest to do so.

Each governmental agency desiring to accept these bids, and makes an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this bid.

This agreement in no way restricts or interferes with the right of any governmental agency to rebid any or all items.

REFERENCES

Bidder must submit with the bid, three (3) references (form attached) for projects of similar scope to include: Point of contact and telephone number. Failure to provide this information with the bid may result in bid being declared non-responsive.

This Form Must Be Completed and Returned with your Submittal.

BIDDER INFORMATION

Bidder (Company) Name:	F. E. I. N. or SS Number:	
Mailing Address:	Street Address:	
City, State, Zip:	City, State, Zip:	
Type of Entity: <i>(Circle one)</i> <div style="display: flex; justify-content: space-around; align-items: center;"> Corporation Partnership Proprietorship </div> <div style="text-align: center; margin-top: 10px;">Joint Venture</div>	<i>I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Bidder.</i> <div style="text-align: center; font-size: 2em; margin-bottom: 5px;">X</div> <div style="text-align: center; border-bottom: 1px solid black; width: 100%;"></div> <div style="text-align: center;">Authorized Signature (Manual)</div>	
Incorporated in the State of: Year:		
Telephone Number: ()	Typed or Printed Name:	
Toll Free Telephone Number: (800)	Title:	
Fax Number: ()		
F.O.B.: DESTINATION		

Bids may not be withdrawn for a period of 90 days after bid opening. All items bid must be in compliance with the stated specifications. Any Bidder taking exception shall indicate those exceptions on company letterhead and attach to their bid. Any questions regarding this bid should be addressed to Kate Krauss, City of Deltona Purchasing by facsimile transmission to (386) 878-8571 or email at kkrauss@deltonafl.gov
This Form Must Be Completed and Returned with your Submittal.

Bid # 10020 Nuisance Abatements

References

CUSTOMER NAME	CONTACT PERSON	TELEPHONE AND FAX NUMBER	SCOPE OF SERVICES PROVIDED/JOB NAME
		()	
		()	
		()	
		()	
		()	

Does Bidder have any similar work in progress at time of Bid Opening? Yes ☐ No ☐
If "Yes", explain:

References who are located in foreign countries are not acceptable.

This Form Must Be Completed and Returned with your Submittal.

DRUG-FREE WORK PLACE FORM

The undersigned Bidder in accordance with Florida Statute 287.087, hereby certifies that

_____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

X

Bidder's Signature

Date

This Form Must Be Completed and Returned with your Submittal, if applicable

Bid # 10020 Nuisance Abatements

Statement of No Bid

Bid No. 10020 For NUISANCE ABATEMENTS

If your company does not intend to bid on this Procurement, please complete and return this form prior to the date shown for receipt of bids to: CITY OF DELTONA, Purchasing Manager, 2345 Providence Blvd., Deltona, FL 32725.

We, the undersigned, have declined to bid on the above referenced Invitation to Bid for the following reason(s) :

- ☐ Specifications are too "restrictive." (please explain below)
- ☐ Unable to meet specifications
- ☐ Specifications were unclear. (please explain below)
- ☐ Insufficient time to respond
- ☐ We do not offer this type of product or equivalent
- ☐ Our production schedule would not permit us to perform
- ☐ Unable to meet bond requirements
- ☐ Other (please explain below)

REMARKS:

Company Name	Telephone		
X	Fax		
Signature	Fax		
Title	Typed or Printed Name		
Address	City	State	Zip

Bid # 10020 Nuisance Abatements

<p>Submit Bid to:</p> <p>CITY OF DELTONA</p> <p>2345 Providence Blvd. Deltona, Florida 32725 Attn: Purchasing</p> <p>CLEARLY MARK SEALED ENVELOPE WITH BID NAME AND NUMBER</p>	<p>INVITATION TO BID# 10020</p> <p>NUISANCE ABATEMENTS (LOT MOWING AND PROPERTY MAINTENANCE) FOR CODE ENFORCEMENT DIVISION</p>
<p><u>Contact:</u></p> <p>KATE KRAUSS, CPPO, CPPB, SPSM PURCHASING MANAGER kkrauss@deltonafl.gov Phone: (386) 878-8570 / Fax: (386) 878-8571</p>	<p>BIDDER NAME: _____ _____ _____</p>
<p><u>Bid Due Date & Time:</u></p> <p>THURSDAY, JUNE 10, 2010 AT 2:00 P.M.</p>	<p>MAILING ADDRESS: _____ _____ _____</p>
<p><u>Location of Public Opening:</u></p> <p>City of Deltona, 1st Floor Conference Room 2345 Providence Blvd., Deltona, FL 32725</p>	<p>Phone#: _____</p> <p>PAGE 1 of 21</p>

**GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR
BIDDERS**

These documents constitute the complete set of terms and conditions, specification requirements, and bid forms. All bid sheets and attachments must be executed and submitted in a sealed envelope. The face of the envelope shall contain Bidder's name, return address, the date and time of bid opening, the bid number and title. Bids not submitted on the enclosed Bid Form shall be rejected. Bidders shall submit three (3) complete sets (one [1] original and two [2] copies) of their bid, complete with all supporting documentation. SUBMITTAL OF A BID IN RESPONSE TO THIS INVITATION TO BID CONSTITUTES AN OFFER BY THE BIDDER. Bids which do not comply with these requirements may be rejected at the option of the City.

CONTACT: All prospective bidders are hereby instructed not to contact any member of the City of Deltona Commission, City Manager, or City of Deltona Staff members other than the noted contact person OR another member of the City's Purchasing Division regarding this Invitation to Bid or their bid proposal at any time during the bid process. Any such contact shall be cause for rejection of your bid proposal. The Bid process is not over until an award is made.

DELAYS: The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify bidders of all changes in scheduled due dates by written addendum.

EXECUTION OF BID: Bid must contain a manual signature, in ink, of an authorized representative, who has the legal ability to bind the Bidder in contractual obligations in the space provided on the Bid Response Form. Failure to properly

Bid # 10020 Nuisance Abatements

sign the Bid shall invalidate same, and it shall not be considered for award. Bid must be typed or legibly printed in ink. Use of erasable ink is not permitted. All corrections made by Bidder to any part of the bid document must be initialed in ink. The original bid conditions and specifications cannot be changed or altered in any way. Altered bids will not be considered. Clarification of bids submitted shall be in letter form, signed by bidders and attached to the bid.

BIDDER INFORMATION: Bidder shall complete the "Corporate Authority", "Joint Venture", "Sole Proprietorship", or "Partnership" portion of the Bidder Information Sheet, whichever part applies, and include with their bid submittal.

JOINT VENTURES: Bids submitted by firms under "joint venture" arrangements or other multi-party agreements must submit a power of attorney delegating authority to one principal with authority to negotiate and execute any/all contract documents resulting from negotiations/award of this Invitation to Bid.

NO BID: If not submitting a bid, respond by returning only the Statement of No Bid, and give the reason in the space provided. Failure to respond three (3) times in succession without justification may be cause for removal of the Bidders name from the mailing list.

BID OPENING: Shall be public, at the above address, on the date and at the time specified above. The bid time shall be scrupulously observed. Under no circumstances shall bids delivered after the time specified be considered; such bids will be returned unopened. The City will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Finance Department serve as the official authority to determine lateness of any bid. It is the Bidders sole responsibility to assure that his/her bid is complete and delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered will not be considered. Offers by facsimile, telegram or telephone are **not** acceptable. A bid may **NOT** be altered by the Bidder after opening of the bids. Bid tabulations will be furnished upon written request which includes a self-addressed, stamped envelope.

Persons with disabilities needing assistance to participate in the Public Bid Opening should contact the City Clerk at least 48 hours in advance of the meeting at 386-561-2100.

TAXES: The City is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City's exemption numbers are on the face of the purchase order. If requested, the Purchasing Manager will provide an exemption certificate to the awarded Bidder. Vendors/contractors doing business with the City shall **not** be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City nor shall any

Vendor/Contractor be authorized to use the City's Tax Exemption Number in securing such materials.

CERTIFICATES

The City reserves the right to require proof that the bidder is an established business and is abiding by the Ordinances, Regulations, and Laws of their Community and the State of Florida such as but not limited to: Occupational Licenses, Business Licenses, Florida Sales Tax Registration, Federal Employee Identification Number.

DISCOUNTS: Cash discounts for prompt payment shall **not** be considered in determining the lowest net cost for bid evaluation purposes.

MISTAKES: Bidders are expected to examine the terms and conditions, specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. **FAILURE TO DO SO WILL BE AT BIDDER'S RISK.** In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly. Written amounts shall take precedence over numerical amounts. In the event of addition errors(s), the unit price, and extension thereof, will prevail and the Bidder's total offer will be corrected accordingly. Bids having erasures or corrections must be initialed in ink by the Bidder.

AWARD TERM This bid shall remain open for a period of three years with the option to renew for two additional one year periods upon mutual agreement of both parties.

PRICE REDETERMINATION The Contractor may petition the Purchasing Manager for price redetermination within forty-five (45) days of the expiration of each term of the contract. Any price redetermination will include all items awarded. If the City and the Contractor cannot agree on any price redetermination, then the contract will expire. (*See other conditions under Special Terms and Conditions*)

UNUSUAL CIRCUMSTANCES: If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party to the contract occur, and those circumstances significantly affect the Seller's cost in providing the required items or services, then the Seller may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Seller, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

Bid # 10020 Nuisance Abatements

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Seller with no penalty to the City or Seller. The Seller shall fill all City requirements submitted to the Seller until the termination date contained in the notice.
2. The City requires the Seller to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
3. If the City, in its interest and in its sole opinion, determines that the Seller in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Seller in default and disqualifying him for receiving any business from the City for a state period of time.
4. If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Seller receives notice in writing signed by a person authorized to bind the City in such matters.

INVOICING AND PAYMENT: Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this bid specification shall minimally meet the following conditions to be considered as a valid payment request:

- a. A timely submission of a properly certified invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or purchase order document, and be submitted to the Finance Department at the address as stipulated on the Purchase Order.
- b. All invoices submitted shall consist of an original and one (1) copy; clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain date of delivery; original or legible copy of signed delivery receipt including both manual signature and printed name of a designated City employee or authorized Agent; be clearly marked as "partial", "complete" or "final" invoice. The City will accept partial deliveries.
- c. The invoice shall contain the Bidder's Federal Employer Identification Number (F.E.I.N.).
- d. The City's terms are "Net 30 Days" after acceptance of goods or services and receipt of an acceptable invoice as described herein. Any discounts must be offered on the Bid Response Form.

GENERAL: The City of Deltona, having limited storage facilities, requires the service of private firms to provide materials, supplies and/or services on an as needed basis, as indicated herein, to support the City's needs.

ADDITIONAL TERMS AND CONDITIONS: Unless expressly accepted by the City, the following conditions shall apply: No additional terms and conditions included with the bid response shall be considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this bid if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Bid Documents are the only conditions applicable to this bid and the Bidder's authorized signature on the Bid Response Form attests to this. Exceptions to the terms and conditions will not be accepted.

INTERPRETATIONS: All Bidders shall carefully examine the Bid Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of Bids; failure to do so, on the part of the Bidder, will constitute an acceptance by the Bidder of any subsequent decision. Any questions concerning the intent, meaning and interpretations of the Bid Documents shall be requested in writing (facsimile transmission acceptable (386) 789-7230, and received by the City at least seven (7) calendar days prior to the Bid Opening. Inquires shall be addressed to the attention of the Contact person as indicated on Page 1. No person is authorized to give oral interpretations of, or make oral changes to, the bid. Therefore, oral statements given before the bid opening will not be binding. Any interpretation of, or changes to, the bid will be made in the form of a written Addendum to the bid and will be furnished to all Bidders through DemandStar. Receipt of all addenda shall be acknowledged by the Bidders by signing and enclosing said addenda or addendum acknowledgement with their bid.

ADDENDUM: The City will record its responses to inquiries, any supplemental instructions, and/or necessary revisions to Bid Documents, in the form of a written addendum. Should revisions to the Bid Documents become necessary, the City will post a written addendum to the DemandStar website which will go out to all Bidders who received a bid package through DemandStar. All addendum are posted to the DemandStar website and current planholders are notified that an addendum has been issued. Bidders who obtain Bid Documents from other sources must officially register with the City's Purchasing Manager in order to be placed on the DemandStar website as a bid holder in order to receive any forthcoming addenda or other official communications. Failure to register as a prospective Bidder may cause your bid to be rejected as non-responsive if you have failed to submit a bid without an addendum acknowledgment for the most current addendum. It is the vendor's responsibility to check

the DemandStar website at www.demandstar.com in order to be sure latest addendum and any prior addendum have been received.

PROTESTS: Any Bidder who disputes the bid selection or contract award recommendation shall file such protest according to the bid protest procedures. These procedures are available upon request from the City.

CONFLICT OF INTEREST: All Bidders must disclose with their bid the name of any officer, director, or Agent who is also an employee of the City. All Bidders must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches.

LEGAL REQUIREMENTS: Bidders are required to comply with all provisions of Federal, State, City and local laws and ordinances, rules and regulations that are applicable to the items being bid. Lack of knowledge by the Bidder shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effect thereof.

DRUG-FREE WORKPLACE: Preference shall be given to business with Drug-Free Work Place (DFW) programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

POSTING OF BID AWARD: Recommendation for award will be posted for review by interested parties on DemandStar. Failure to file a protest to Purchasing within the time prescribed in the CITY's Purchasing Manual, shall constitute a waiver of proceedings.

AWARD: As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, "All or None", or a combination thereof; with one or more suppliers; to reject any or all bids, or waive any minor irregularity or technicality in bids received, award or eliminate an portion of the bid, and may, at it's sole discretion, request a re-bid, or abandon the project in it's entirety. Bidders are cautioned to make no assumption until the City has entered into a contract or issued a purchase order.

EEO STATEMENT: The City is committed to assuring equal opportunity in the award of contracts, and, therefore complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age or sex.

CONTRACTUAL AGREEMENT: The contents of this Bid and all provisions of the successful bid proposal deemed pertinent by the City may be incorporated into a contract and

become legally binding. A separate contract document, other than the purchase order, may or may not be issued. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of Florida. The venue shall be County of Volusia, Florida.

GOVERNMENTAL RESTRICTIONS: In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the Bidder to notify Purchasing at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The City reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

PERMITS/LICENSES/FEES: Any permits, licenses, or fees required will be the responsibility of the Contractor, no separate or additional payment will be made.

Adherence to all applicable code regulations (Federal, State, City, City) are the responsibility of the Contractor.

INDEMNIFICATION: The Bidder, without exemption, shall indemnify and save harmless, the City, its employees and/or any of its Commissioners from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Bidder. Further, if such a claim is made, or is pending, the Bidder may, at its option and expense, procure for the City the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the City agrees to return the article on request to the Bidder and receive reimbursement. If the Bidder used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

ADVERTISING: In submitting a bid, Bidder agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval, by the appropriate level of authority within the City.

ASSIGNMENT: Any purchase order or contract issued pursuant to this Invitation to Bid and the monies which may become due hereunder are not assignable except with the prior written approval of the City, through the Finance Department.

COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH: Bidder certifies that all material, equipment, etc., contained in his/her bid meets all applicable O.S.H.A. requirements. Bidder further certifies that, if he/she is the successful Bidder, and the material, equipment, etc., delivered

Bid # 10020 Nuisance Abatements

is subsequently found to be defective in any applicable O.S.H.A. requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be borne by the Bidder.

RESPONSIBILITY: A Bidder must have at the time of bid opening, a company in operation, (if applicable) or be a fully authorized Agent or representative of the product bid, and capable of producing or providing the items bid, and follow-up parts and service, including any warranty services as applicable, and so provide such certification upon request.

FACILITIES: The City reserves the right to inspect the Bidder's facilities at any reasonable time, during normal working hours, to determine that Bidder has a bona fide place of business, and is a responsible Bidder.

DISQUALIFICATION OF BIDDER: More than one bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is involved in more than one bid submittal will be cause for rejection of all bids in which such Bidders are believed to be involved. Any or all bids will be rejected if there is reason to believe that collusion exists between Bidders. Bids in which the prices obviously are unbalanced will be subject to rejection.

ADJUSTMENTS / CHANGES / DEVIATIONS: No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a bid expressly so provide. Any other adjustments, changes or deviations shall require prior written approval, and shall be binding **ONLY** if issued by the City's Finance Department. The Bidder shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly executed as required herein.

PUBLIC RECORDS: Upon award recommendation or ten (10) days after opening, whichever is earlier, bids become "public records" and shall be subject to public disclosure consistent with Chapter 119.07(3)(o), Florida Statutes. Bidders must invoke the exemptions to disclosure provided by law in the response to the Bid, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

Bids may be reviewed at City Hall, 2345 Providence Blvd., Deltona, FL 32725.

BID PREPARATION COSTS: Neither the CITY nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Invitation to Bid. Bidders should prepare their bids simply and economically, providing all information and prices as required.

ACCEPTANCE / REJECTION: The City of Deltona reserves the right to accept or reject any or all bids and to make the award to that Bidder, who in the opinion of the City will be in the best interest of and/or the most advantageous to the City. The City of Deltona also reserves the right to reject the bid of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in the City's opinion, is not in a position to perform properly under this award. The City of Deltona reserves the right to inspect all facilities of bidders in order to make a determination as to the foregoing. The City of Deltona reserves the right to waive any irregularities, informalities, and technicalities in offers received, and may, at its discretion, request a re-bid, or abandon the project/procurement in its entirety.

ANY AND ALL SPECIAL TERMS AND CONDITIONS, TECHNICAL REQUIREMENTS, SCOPE OF WORK OR SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

Bid # 10020 Nuisance Abatements

<p style="text-align: center;">SCOPE OF WORK Bid No. 10020 for Nuisance Abatements</p>
--

Scope of Services

Scope: To provide mowing services and/or other abatement work needed to clear properties of trash and debris, on an as needed basis, as a yearly contract. These services shall be performed at specific vacant, abandoned or occupied properties, as designated by the City Code Ordinance. Code ordinance states that if the property owner does not remove the condition(s), the City shall have the condition(s) corrected at the owner's expense.

Specific Requirements:

1. A Blanket Purchase Order will be provided for the year. The purchase order number must appear on all invoices and delivery tickets. For prompt payment, all invoices must be sent directly to City of Deltona, Accounts Payable, 2345 Providence Blvd., Deltona, Florida 32725.
2. The successful bidder(s) shall secure licenses imposed by law and ordinance, and pay all charges and fees which shall include a current County of Volusia Business License. Before issuance of a contract to the successful bidder, copy of the actual license shall be provided to the Purchasing Division.
3. The successful bidder(s) shall provide a Certificate of Insurance before issuance of a contract. See Exhibit "A" for Insurance Requirements.
4. The successful bidder(s) shall observe all ordinances regarding the obstruction of streets and driveways, maintaining signals and open passageways, and protecting the same where exposed.
 - a. Proper safety precautions shall be used at all times and shall remain the successful bidder's responsibility.
 - b. The successful bidder shall be responsible for providing, maintaining and transporting all necessary and customary equipment, tools and fuel needed to fulfill the contract. In no event shall the City be responsible for any damages to any of the successful bidder's equipment or clothing either lost, damaged, destroyed or stolen.
 - c. Work must be done to the satisfaction of the department. If not completed to the department's satisfaction, the successful bidder shall return and complete at no additional charge.

Bid # 10020 Nuisance Abatements

5. The City reserves the right to periodic reviews with the successful bidder. The City shall NOT be responsible for payment to contractor for any briefings or meetings held between the City and the successful bidder, as these meetings are to the mutual benefit of both parties.
6. Due to requirements placed on the City by State Statutes, **all works shall be completed within (7) business days from original notification.** A work authorization form from the Code Enforcement Inspector or Designee shall constitute notification.
7. Failure to comply with the request for service within the required amount of time or communicate inability to comply may constitute a breach of contract.
 - a. Inclement weather shall mean severe weather (rain or drought), may be a reason to delay work; however, communication of delay must be given to the Code Enforcement Inspector or Designee.

ADDITIONAL REQUIREMENTS:

1. The City reserves the right to award on an "All-or-None " basis, or to award on an "Item-by-Item" or "Group-by-Group" basis or to award to more than one company, whichever is in the best interest of and/or most advantageous to the City. Whenever two or more bids which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that completed the **Drug Free Workplace** form (enclosed), shall be given preference in the award process.

2. POST AWARD MEETING

Within 5 working days after receipt of notification of award of bid, awarded Bidder shall meet with the City's representative(s) to discuss job procedures and scheduling.

3. QUALIFICATION OF BIDDERS

This bid shall be awarded only to a responsible, responsive Bidder, qualified by experience to provide the work specified. The Bidder shall submit the following information with his proposal:

- List and brief description of similar work satisfactorily completed with dates of contracts, name and addresses of owners, and contact people.
- List of equipment available to do the work required. Include make, model, quantity, year of manufacture and condition of the equipment.
- List of personnel, by name and title, contemplated to perform the work.

Bid # 10020 Nuisance Abatements

Failure to submit the above requested information may be cause for rejection of your bid. Information previously submitted to the City in response to another Invitation to Bid shall not satisfy this requirement.

4. PERFORMANCE PROBATION PERIOD

The successful awardees(s) will immediately enter into a three-(3) month probationary period upon start up of work assignment. During this time, City staff will closely scrutinize the awardee(s) performance. If the awardee performance fails to consistently meet the standards specified within the bid, his/her contract will be promptly canceled. If his/her performance is acceptable, then he/she will be so notified and the contract will extend through the stated expiration date.

5. EQUIPMENT

All equipment placed in service shall be properly maintain

6. APPAREL

Contractor's personnel shall wear appropriate apparel while on City property or while working on any city project.

7. SCHEDULING

The City shall approve all work hours and schedules. In general, all work shall be performed during daylight hours. No work shall be done when weather conditions limit good visibility.

8. PROJECT MANAGEMENT

A Code Enforcement Inspector or Designee shall be designated by the City. During the course of the project, the Code Enforcement Inspector or Designee will be the City's representative, and be responsible for assuring the proper completion of the project by the Contractor.

9. PAYMENT

- Payment shall be based on pre-determined units of measure and shall be paid according to those units.
- The "awardee(s)", upon completion of work orders, shall request an inspection by the Enforcement Services Director or designee.
- The Enforcement Services Director, Inspector or designee shall approve completed work orders performed to specifications and authorize payment when invoiced.
- Payment for services will be accomplished by submission of an invoice, in duplicate, to: City of Deltona, Accounts Payable, 2345 Providence Blvd., Deltona, FL. Invoice must reflect purchase order number.

10. CANCELLATION

The City reserves the right to cancel this contract without cause or penalty. The awarded Bidder, for good cause, upon ninety (90) days prior written notice may cancel this contract.

Bid # 10020 Nuisance Abatements

11. PROTECTION OF PROPERTY

The Contractor shall at all times guard against damage or loss to the property of the City or of other contractors or property owners and shall be held responsible for replacing or repairing any such loss or damage. The City may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the Contractor or his agents.

12. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of this bid, the Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement:

1. The prices in this bid have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor; and,
3. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.
4. Bidder agrees that supplies/services furnished regarding this offer, if awarded, shall be covered by the most favorable commercial warranties the Bidder gives to any customer for such supplies services and that rights and remedies provided herein are in addition to and do not limit any rights offered to the City by any other provision of the bid award.

13. EFFECTIVE PERIOD

Contracts resulting from this Invitation for Bid will run for an initial period of three years with the option to renew for two additional one year periods upon mutual agreement in writing of both parties. The City reserves the right to cancel the agreement between the parties at any time with 30 days notice.

14. ESCALATION

Prices will be firm for the first year; however, the City acknowledges the fluctuating nature of prices for items specified. Accordingly an escalator/de-escalator clause will be accepted only under the following conditions:

1. If a price increase is to be requested, contractor is required to notify Purchasing in writing of all items affected by price increases/decreases.
2. All price increase(s) and decrease(s) may or may not be approved by the City's Purchasing Manager prior to becoming effective.

Bid # 10020 Nuisance Abatements

3. If the City and Contractor cannot come to any agreement regarding any price increase request, this agreement shall expire at the end of the current annual term.

15. PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

The submission of any bid in response to this Invitation to Bid also constitutes a bid made under the same terms and conditions, for the same contract price, and for the same effective period as this bid, to other governmental agencies.

Each governmental agency desiring to accept these bids, and makes an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this bid. This agreement in no way restricts or interferes with the right of any political subdivision to rebid any or all items.

16. INSURANCE

The Contractor shall furnish proof of insurance as outlined in Exhibit A. Insurance certificates must be sent to:

The City of Deltona
Attn: Kate Krauss, Purchasing Manager
2345 Providence Boulevard
Deltona, FL 32725

Bid # 10020 Nuisance Abatements

EXHIBIT A

INSURANCE REQUIREMENTS

Workers Compensation: Coverage to apply for all employees for Statutory Limits in compliance with the applicable state and federal laws. The policy must include Employer's Liability with a limit of \$100,000 each accident.

Commercial General Liability: Shall have minimum limits of \$300,000 per Occurrence. Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises and/or Operations, Independent Contractors and Products and/or Completed Operations, Broad Form Property Damage and XCU Coverage, and a Contractual Liability Endorsement.

Business Auto Policy: Shall have minimum limits of \$300,000 per Occurrence. Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Owned Vehicles, Hired and Non-Owned Vehicles, and Employees Non-Ownership.

Hold Harmless Clause: An appropriate Hold Harmless Clause shall be included within all contracts stating that the Contractor agrees through signing of this document by an authorized party or agent to hold harmless and defend the City of Deltona and its agents and employees from all suits and actions, including attorneys' fees and all costs of litigation and judgments of every name and description arising out of or incidental to the performance of this contract or work performed thereunder, whether or not due to or caused by negligence of the entity excluding only the sole negligence of the entity.

This provision shall also pertain to any claims brought against the entity by any employee of the named Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them.

The contractor's obligation under this provision shall not be limited in any way to the agreed upon contract price as shown in this contract or the Contractor's limit of or lack of sufficient insurance protection.

Certificate of Insurance: The entity is to be specifically included as an additional insured. This does not pertain to Workers' Compensation.

In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued thirty days prior to said expiration date.

The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy.

Unless otherwise specified it shall be the responsibility of the contractor to insure that all subcontractors comply with the same insurance requirements spelled out above.

All certificates of insurance must be on file with and approved by the City of Deltona before the commencement of any work activities.

HOLD HARMLESS AGREEMENT

As a part of the contract with the City of Deltona and for the same consideration as provided for in the contract, the contractor agrees to indemnify, hold harmless and defend the City of Deltona, its officials and employees from all claims, losses, damages, costs, charges, expenses, suits or actions brought against the City of Deltona as a result of any action or failure to act on the part of the contractor, its employees, sub-contractors or agents. This includes attorney's fees and all costs of litigation including appellate attorney's fees and costs as well as any judgements.

Name of Contractor: _____

Signature of Contractor: _____

Date: _____

The comprehensive general liability policy purchased by the above-named contractor includes contractual liability and covers the City of Deltona hold harmless agreement. In addition, the insurance company underwriter has approved the hold harmless agreement.

Name of Insurance Agency: _____

Signature of Insurance Agent: _____

Date: _____

NOTE: THE SELECTED COMPANY WILL ALSO NEED TO BE AVAILABLE FOR ALL EMERGENCY CLEAN UP SITUATIONS SUCH AS AFTER A HURRICANE.

IS YOUR COMPANY WILLING TO DEDICATE THE PERSONNEL AND EQUIPMENT NEEDED TO DO THIS: _____ YES _____ NO

CITY OF DELTONA
Nuisance Abatements (Lot Mowing and Property Maintenance)
For Code Enforcement Division – Term Contract
Bid No. 10020

In accordance with the foregoing terms, conditions and specifications, the undersigned bidder hereby submits the following firm, fixed prices for supplying the City of Deltona with mowing services, abatement work, emergency response and services needed to clear lots of trash and debris, on an as needed basis, as a yearly contract as follows:

NOTE: PRICES ARE INCLUSIVE OF LABOR, MATERIALS, EQUIPMENT AND DISPOSAL FEES.

SCHEDULE OF PRICING

CATEGORY I: MOWING VACANT AND OCCUPIED LOTS: Mowing vacant or occupied parcels of land including trimming weeds and grass along or by fences, hedges, fire hydrants, poles, trees, portions of street and along the house. The driveway and walkways should be cleared after mowing with a blower.

ITEM #	DESCRIPTION	UNIT PRICE
1	Lot mow & light clean-up of property (FLAT RATE)	\$
2	Lots over 5,000 sq. ft. & light clean-up of property Up to 8,200 sq. ft. (FLAT RATE)	\$
3	Lots over 8,200 sq. ft. & light clean-up of property Up to 14,000 sq. ft. (FLAT RATE)	\$
4	Your proposed rate for mowing each additional 1,000 sq. ft. over 14,000 sq. ft. This is not a flat rate as charge. Will depend on actual lot size	\$ For each additional 1,000 sq. ft. over 14,000

CATEGORY II: MISCELLANEOUS SERVICE: When necessary and when directed, accumulating, boxing, bagging or bundling trash and placing same at curbside or transporting to an authorized disposal facility, trimming dense overgrowth/undergrowth in areas where mowers or other standard equipment can not be used (does not include trimming around objects noted in Category I above): raising canopies on trees; removing or leveling of dirt or spoils; removing dead, diseased or fallen trees; trimming trees; hedges, shrubs. Price includes placing trash at curbside in a condition that complies with City and Solid Waste Authority size, weight,

Bid # 10020 Nuisance Abatements

separation and handling requirements or transporting materials to an authorized dumpsite but not disposal charges, which are paid separately, based on the actual charges incurred per an invoice from the disposal facility.

ITEM #	DESCRIPTION	UNIT PRICE
5	Chain Saw with Operator	\$ Per hour
6	Tractor equipment with operator	\$ Per hour
7	Hauling trailer and operator	\$ Per hour
8	Dump truck with operator	\$ Per hour
9	Labor only, i.e. refuse removal, etc.	\$ Per hour

ITEM #	DESCRIPTION	UNIT PRICE
10	Appliance Removal	\$ Each
11	Tire Disposal	\$ Each
12	Cost for operator and bobcat with a claw	\$ Per hour
13	Cost for operator and bobcat with a Brush Cutter 6'	\$ Per hour
14	Misc. Trash/Debris Removal	\$ Per hour
15	Misc. Abatelements of pool or structure	\$ Unit-price quote request before job
16	Board up windows to include labor and supplies	\$ _____ per window
17	Board up door to include labor and supplies	\$ _____ per door

Bid # 10020 Nuisance Abatelements

HOLD HARMLESS AND INDEMNITY AGREEMENT

_____, agrees through the signing of this document by an authorized party or agent that it shall defend, indemnify and hold harmless the City of Deltona, and its agents, employees, and public officials from and against all suits, losses, claims, demands, judgments of every name and description arising out of or incidental to the performance of this contract or work performed thereunder, whether or not due to or caused by the negligence of the City of Deltona, its agents, employees, and public officials excluding only the sole negligence of the City of Deltona, its agents, employees, and Public Officials.

This provision shall also pertain to any claims brought against the City of Deltona, its agents, employees, and public officials by an employee of the named Contractor, any Sub-contractor, or anyone directly or indirectly employed by any of them.

The Contractor's obligation to indemnify the City of Deltona, its agents, employees and public officials under this provision shall be limited to \$1,000,000 per occurrence which the parties agree bears a reasonable commercial relationship to the contract.

The Contractor agrees to accept, and acknowledges as adequate remunerations, the consideration of \$10, which is part of the agreed bid price, the promises contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, for agreement to enter into this Hold Harmless and Indemnity Agreement.

CONTRACTOR

DATE

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of this bid, the Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement:

1. The prices in this bid have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor; and,
3. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.
4. Bidder agrees that supplies/services furnished regarding this offer, if awarded, shall be covered by the most favorable commercial warranties the Bidder gives to any customer for such supplies services and that rights and remedies provided herein are in addition to and do not limit any rights offered to the City by any other provision of the bid award.

PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

All Bidders submitting a response to this Invitation to Bid agree that such response also constitutes a bid to all governmental agencies, under the same conditions, for the same contract price, and for the same effective period as this bid, should the Bidder feel it is in their best interest to do so.

Each governmental agency desiring to accept these bids, and makes an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this bid.

This agreement in no way restricts or interferes with the right of any governmental agency to rebid any or all items.

REFERENCES

Bidder must submit with the bid, three (3) references (form attached) for projects of similar scope to include: Point of contact and telephone number. Failure to provide this information with the bid may result in bid being declared non-responsive.

This Form Must Be Completed and Returned with your Submittal.

BIDDER INFORMATION

Bidder (Company) Name:	F. E. I. N. or SS Number:	
Mailing Address:	Street Address:	
City, State, Zip:	City, State, Zip:	
Type of Entity: <i>(Circle one)</i> <div style="display: flex; justify-content: space-around;"> Corporation Partnership Proprietorship </div> <div style="text-align: center; margin-top: 10px;"> Joint Venture </div>	<i>I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Bidder.</i> <div style="text-align: center;"> X _____ Authorized Signature (Manual) </div>	
Incorporated in the State of: _____ Year: _____	Typed or Printed Name:	
Telephone Number: () _____	Title:	
Toll Free Telephone Number: (800) _____	<div style="border-bottom: 1px solid black; width: 100%; height: 20px;"></div>	
Fax Number: () _____	<div style="border-bottom: 1px solid black; width: 100%; height: 20px;"></div>	
F.O.B.: DESTINATION	<div style="border-bottom: 1px solid black; width: 100%; height: 20px;"></div>	

Bids may not be withdrawn for a period of 90 days after bid opening. All items bid must be in compliance with the stated specifications. Any Bidder taking exception shall indicate those exceptions on company letterhead and attach to their bid. Any questions regarding this bid should be addressed to Kate Krauss, City of Deltona Purchasing by facsimile transmission to (386) 878-8571 or email at kkrauss@deltonafl.gov
This Form Must Be Completed and Returned with your Submittal.

Bid # 10020 Nuisance Abatements

References

CUSTOMER NAME	CONTACT PERSON	TELEPHONE AND FAX NUMBER	SCOPE OF SERVICES PROVIDED/JOB NAME
		() ()	
		() ()	
		() ()	

Does Bidder have any similar work in progress at time of Bid Opening?

Yes

☐

No

☐

If "Yes", explain:

References who are located in foreign countries are not acceptable.

This Form Must Be Completed and Returned with your Submittal.

DRUG-FREE WORK PLACE FORM

The undersigned Bidder in accordance with Florida Statute 287.087, hereby certifies that

_____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

X

Bidder's Signature

Date

This Form Must Be Completed and Returned with your Submittal, if applicable

Bid # 10020 Nuisance Abatements

Statement of No Bid

Bid No. 10020 For NUISANCE ABATEMENTS

If your company does not intend to bid on this Procurement, please complete and return this form prior to the date shown for receipt of bids to: CITY OF DELTONA, Purchasing Manager, 2345 Providence Blvd., Deltona, FL 32725.

We, the undersigned, have declined to bid on the above referenced Invitation to Bid for the following reason(s) :

- ☐ Specifications are too "restrictive." (please explain below)
- ☐ Unable to meet specifications
- ☐ Specifications were unclear. (please explain below)
- ☐ Insufficient time to respond
- ☐ We do not offer this type of product or equivalent
- ☐ Our production schedule would not permit us to perform
- ☐ Unable to meet bond requirements
- ☐ Other (please explain below)

REMARKS:

<hr/> <div style="text-align: center;">Company Name</div>	<hr/> <div style="text-align: center;">Telephone</div>
<hr/> <div style="text-align: center;">X</div>	
<hr/> <div style="text-align: center;">Signature</div>	<hr/> <div style="text-align: center;">Fax</div>
<hr/> <div style="text-align: center;">Title</div>	<hr/> <div style="text-align: center;">Typed or Printed Name</div>
<hr/> <div style="text-align: center;">Address</div>	<div style="display: flex; justify-content: space-between;"><div style="width: 30%;"><hr/><div style="text-align: center;">City</div></div><div style="width: 30%;"><hr/><div style="text-align: center;">State</div></div><div style="width: 30%;"><hr/><div style="text-align: center;">Zip</div></div></div>

Bid # 10020 Nuisance Abatements

**City of Deltona
Purchasing Division**

Memo

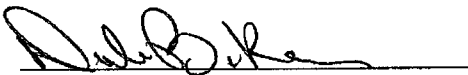
To: Dale Baker
From: Kate Krauss
Date: June 11, 2010
Re: Bid No. 10020-NUISANCE ABATEMENTS

Seven bids were received for Bid Number 10020 for Nuisance Abatements. Please review all of the bids received, make your recommendation of award by completing the bottom section of this memo and return to me at your earliest convenience so that we can get this on the agenda for the next regularly scheduled Commission meeting for award.

Thank you.



APPROVAL OF AWARD TO: FCG, INC


Director

6/11/10
Date

<p>Submit Bid to:</p> <p>CITY OF DELTONA</p> <p>2345 Providence Blvd. Deltona, Florida 32725 Attn: Purchasing</p> <p>CLEARLY MARK SEALED ENVELOPE WITH BID NAME AND NUMBER</p>	<p>INVITATION TO BID# 10020</p> <p>NUISANCE ABATEMENTS (LOT MOWING AND PROPERTY MAINTENANCE) FOR CODE ENFORCEMENT DIVISION</p>
<p><u>Contact:</u></p> <p>KATE KRAUSS, CPPO, CPPB, SPSM PURCHASING MANAGER kkrauss@deltonafl.gov Phone: (386) 878-8570 / Fax: (386) 878-8571</p>	<p>BIDDER NAME: <u>ANNAN Landscape Co.</u></p>
<p><u>Bid Due Date & Time:</u> THURSDAY, JUNE 10, 2010 AT 2:00 P.M.</p>	<p>MAILING ADDRESS: _____</p>
<p><u>Location of Public Opening:</u> City of Deltona, 1st Floor Conference Room 2345 Providence Blvd., Deltona, FL 32725</p>	<p><u>991 Explorer Cove</u> <u>Altamonte Springs, FL 32701</u> Phone#: <u>(407) 339-7701</u></p> <p>PAGE 1 of 21</p>

**GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR
BIDDERS**

These documents constitute the complete set of terms and conditions, specification requirements, and bid forms. All bid sheets and attachments must be executed and submitted in a sealed envelope. The face of the envelope shall contain Bidder's name, return address, the date and time of bid opening, the bid number and title. Bids not submitted on the enclosed Bid Form shall be rejected. Bidders shall submit three (3) complete sets (one [1] original and two [2] copies) of their bid, complete with all supporting documentation. **SUBMITTAL OF A BID IN RESPONSE TO THIS INVITATION TO BID CONSTITUTES AN OFFER BY THE BIDDER.** Bids which do not comply with these requirements may be rejected at the option of the City.

CONTACT: All prospective bidders are hereby instructed not to contact any member of the City of Deltona Commission, City Manager, or City of Deltona Staff members other than the noted contact person OR another member of the City's Purchasing Division regarding this Invitation to Bid or their bid proposal at any time during the bid process. Any such contact shall be cause for rejection of your bid proposal. The Bid process is not over until an award is made.

DELAYS: The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify bidders of all changes in scheduled due dates by written addendum.

EXECUTION OF BID: Bid must contain a manual signature, in ink, of an authorized representative, who has the legal ability to bind the Bidder in contractual obligations in the space provided on the Bid Response Form. Failure to properly

Bid # 10020 Nuisance Abatements

HOLD HARMLESS AGREEMENT

As a part of the contract with the City of Deltona and for the same consideration as provided for in the contract, the contractor agrees to indemnify, hold harmless and defend the City of Deltona, its officials and employees from all claims, losses, damages, costs, charges, expenses, suits or actions brought against the City of Deltona as a result of any action or failure to act on the part of the contractor, its employees, sub-contractors or agents. This includes attorney's fees and all costs of litigation including appellate attorney's fees and costs as well as any judgements.

Name of Contractor: Anna Landscape Co.

Signature of Contractor: [Signature]

Date: 6/8/10

The comprehensive general liability policy purchased by the above-named contractor includes contractual liability and covers the City of Deltona hold harmless agreement. In addition, the insurance company underwriter has approved the hold harmless agreement.

Name of Insurance Agency: Morse Insurance Agency

Signature of Insurance Agent: [Signature]

Date: 6/8/10

NOTE: THE SELECTED COMPANY WILL ALSO NEED TO BE AVAILABLE FOR ALL EMERGENCY CLEAN UP SITUATIONS SUCH AS AFTER A HURRICANE.

IS YOUR COMPANY WILLING TO DEDICATE THE PERSONNEL AND EQUIPMENT NEEDED TO DO THIS: ✓ YES NO

CITY OF DELTONA
Nuisance Abatements (Lot Mowing and Property Maintenance)
For Code Enforcement Division – Term Contract
Bid No. 10020

In accordance with the foregoing terms, conditions and specifications, the undersigned bidder hereby submits the following firm, fixed prices for supplying the City of Deltona with mowing services, abatement work, emergency response and services needed to clear lots of trash and debris, on an as needed basis, as a yearly contract as follows:

NOTE: PRICES ARE INCLUSIVE OF LABOR, MATERIALS, EQUIPMENT AND DISPOSAL FEES.

SCHEDULE OF PRICING

CATEGORY I: MOWING VACANT AND OCCUPIED LOTS: Mowing vacant or occupied parcels of land including trimming weeds and grass along or by fences, hedges, fire hydrants, poles, trees, portions of street and along the house. The driveway and walkways should be cleared after mowing with a blower.

ITEM #	DESCRIPTION	UNIT PRICE
1	Lot mow & light clean-up of property (FLAT RATE)	\$ 25
2	Lots over 5,000 sq. ft. & light clean-up of property Up to 8,200 sq. ft. (FLAT RATE)	\$ 35
3	Lots over 8,200 sq. ft. & light clean-up of property Up to 14,000 sq. ft. (FLAT RATE)	\$ 45
4	Your proposed rate for mowing each additional 1,000 sq. ft. over 14,000 sq. ft. This is not a flat rate as charge. Will depend on actual lot size	\$ For each additional 1,000 sq ft. over 14,000 4

CATEGORY II: MISCELLANEOUS SERVICE: When necessary and when directed, accumulating, boxing, bagging or bundling trash and placing same at curbside or transporting to an authorized disposal facility, trimming dense overgrowth/undergrowth in areas where mowers or other standard equipment can not be used (does not include trimming around objects noted in Category I above): raising canopies on trees; removing or leveling of dirt or spoils; removing dead, diseased or fallen trees; trimming trees; hedges, shrubs Price includes placing trash at curbside in a condition that complies with City and Solid Waste Authority size, weight,

Bid # 10020 Nuisance Abatements

separation and handling requirements or transporting materials to an authorized dumpsite but not disposal charges, which are paid separately, based on the actual charges incurred per an invoice from the disposal facility.

ITEM #	DESCRIPTION	UNIT PRICE
5	Chain Saw with Operator	\$ 25 Per hour
6	Tractor equipment with operator	\$ 40 Per hour
7	Hauling trailer and operator	\$ 50 Per hour
8	Dump truck with operator	\$ 50 Per hour
9	Labor only, i.e. refuse removal, etc.	\$ 25 Per hour

ITEM #	DESCRIPTION	UNIT PRICE
10	Appliance Removal	\$ 50 Each
11	Tire Disposal	\$ 2 Each
12	Cost for operator and bobcat with a claw	\$ 75 Per hour
13	Cost for operator and bobcat with a Brush Cutter 6'	\$ 75 Per hour
14	Misc. Trash/Debris Removal	\$ 25 Per hour
15	Misc. Abatements of pool or structure	\$ 30/HR Unit-price quote request before job
16	Board up windows to include labor and supplies	\$ 80 per window
17	Board up door to include labor and supplies	\$ 195 per door

Bid # 10020 Nuisance Abatements

HOLD HARMLESS AND INDEMNITY AGREEMENT

Annan Landscape Co., agrees through the signing of this document by an authorized party or agent that it shall defend, indemnify and hold harmless the City of Deltona, and its agents, employees, and public officials from and against all suits, losses, claims, demands, judgments of every name and description arising out of or incidental to the performance of this contract or work performed thereunder, whether or not due to or caused by the negligence of the City of Deltona, its agents, employees, and public officials excluding only the sole negligence of the City of Deltona, its agents, employees, and Public Officials.

This provision shall also pertain to any claims brought against the City of Deltona, its agents, employees, and public officials by an employee of the named Contractor, any Sub-contractor, or anyone directly or indirectly employed by any of them.

The Contractor's obligation to indemnify the City of Deltona, its agents, employees and public officials under this provision shall be limited to \$1,000,000 per occurrence which the parties agree bears a reasonable commercial relationship to the contract.

The Contractor agrees to accept, and acknowledges as adequate remunerations, the consideration of \$10, which is part of the agreed bid price, the promises contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, for agreement to enter into this Hold Harmless and Indemnity Agreement.


CONTRACTOR

6/8/10
DATE

Bid # 10020 Nuisance Abatements

BIDDER INFORMATION

Bids may not be withdrawn for a period of 90 days after bid opening. All items bid must be in compliance with the stated specifications. Any Bidder taking exception shall indicate those exceptions on company letterhead and attach to their bid. Any questions regarding this bid should be addressed to Kate Krauss, City of Deltona Purchasing by facsimile transmission to (386) 878-8571 or email at kkrauss@deltonafl.gov. ***This Form Must Be Completed and Returned with your Submittal.***

Item 7A

References

CUSTOMER NAME	CONTACT PERSON	TELEPHONE AND FAX NUMBER	SCOPE OF SERVICES PROVIDED/JOB NAME
City of Orlando	Doug Gaines	(407) 246-3381 (407) 246-3288	Code Enforcement mowing/clean-up
City of Casselberry	Brenda Jones	(407) 262-7616 EXT 1040 (407) 262-7646	Code Enforcement mowing/clean-up
City of Winter Springs	Steven Richant	(407) 327-5976 (407) 327-6695	Landscape maintenance & Code Enforcement mowing

Does Bidder have any similar work in progress at time of Bid Opening?

Yes



No



If "Yes", explain:

City of Orlando, Casselberry, Winter Springs - Code Enforcement
mowing

References who are located in foreign countries are not acceptable.

This Form Must Be Completed and Returned with your Submittal.

DRUG-FREE WORK PLACE FORM

The undersigned Bidder in accordance with Florida Statute 287.087, hereby certifies that

ANNAN Landscape Co does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

X

Bidder's Signature

6/8/10

Date

This Form Must Be Completed and Returned with your Submittal, if applicable

Bid # 10020 Nuisance Abatements

EQUIPMENT INVENTORY

<u>QUANTITY</u>	<u>DESCRIPTION</u>
2	Walk-Behind Mower 36"
11	Walk-Behind Mower 52"
22	Stick Edgers
20	Weedeaters
18	Gas Hedge Shears
11	Utility Trailers 16' length x 7' Wide Dual Axel
30	Backpack Blowers
5	Chainsaws
13	Riding Mowers
2	Auger
	Miscellaneous Hand Tools
2	2006 Ford F-150 Pickup Truck (Extended Cab)
2	2006 Ford F-250 Pickup Truck (Extended Cab)
1	2006 Chevy 2500 HD Pickup Truck (Crew Cab)
1	2005 Ford F-150 Pickup Truck (Extended Cab)
1	2005 Chevy 3000 1-Ton Landscape Truck
2	2005 Ford F-150 Pickup Truck
1	2005 Ford F-250 Pickup Truck
1	2004 Ford F-150 Pickup Truck (Extended Cab)
1	2004 Chevy 5000 Dump Truck
1	2007 Chevy Express Van
1	2008 Ford F-150
1	2009 Ford F-150
1	2010 Ford F-150

KEY PERSONNEL

Scott L. Annan – President / Operations Manager

Tracey Annan – Vice President / Finance Manager

Robert Japhet – Construction/Irrigation Manager

Michael Urban – Operations Supervisor

Patricia George – Executive Assistant

COMBINED EXPERIENCE OF ABOVE PERSONNEL EXCEEDS FIFTY YEARS

<p>Submit Bid to:</p> <p>CITY OF DELTONA</p> <p>2345 Providence Blvd. Deltona, Florida 32725 Attn: Purchasing</p> <p>CLEARLY MARK SEALED ENVELOPE WITH BID NAME AND NUMBER</p>	<p>INVITATION TO BID# 10020</p> <p>NUISANCE ABATEMENTS (LOT MOWING AND PROPERTY MAINTENANCE) FOR CODE ENFORCEMENT DIVISION</p>
<p>Contact:</p> <p>KATE KRAUSS, CPPO, CPPB, SPSM PURCHASING MANAGER kkrauss@deltonafl.gov Phone: (386) 878-8570 / Fax: (386) 878-8571</p>	<p>BIDDER NAME: <u>Bellamy Landscaping LLC</u> <u>Glen Bellamy</u></p>
<p>Bid Due Date & Time: THURSDAY, JUNE 10, 2010 AT 2:00 P.M.</p>	<p>MAILING ADDRESS: <u>PO Box 423526</u></p>
<p>Location of Public Opening: City of Deltona, 1st Floor Conference Room 2345 Providence Blvd., Deltona, FL 32725</p>	<p><u>Kissimmee, FL 34742</u> Phone#: <u>321) 352-1056</u></p>
<p>PAGE 1 of 21</p>	

**GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR
BIDDERS**

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CONTACT: All prospective bidders are hereby instructed not to contact any member of the City of Deltona Commission, City Manager, or City of Deltona Staff members other than the noted contact person OR another member of the City's Purchasing Division regarding this Invitation to Bid or their bid proposal at any time during the bid process. Any such contact shall be cause for rejection of your bid proposal. The Bid process is not over until an award is made.

DELAYS: The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify bidders of all changes in scheduled due dates by written addendum.

EXECUTION OF BID: Bid must contain a manual signature, in ink, of an authorized representative, who has the legal ability to bind the Bidder in contractual obligations in the space provided on the Bid Response Form. Failure to properly

Bid # 10020 Nuisance Abatements

sign the Bid shall invalidate same, and it shall not be considered for award. Bid must be typed or legibly printed in ink. Use of erasable ink is not permitted. All corrections made by Bidder to any part of the bid document must be initialed in ink. The original bid conditions and specifications cannot be changed or altered in any way. Altered bids will not be considered. Clarification of bids submitted shall be in letter form, signed by bidders and attached to the bid.

BIDDER INFORMATION: Bidder shall complete the "Corporate Authority", "Joint Venture", "Sole Proprietorship", or "Partnership" portion of the Bidder Information Sheet, whichever part applies, and include with their bid submittal.

JOINT VENTURES: Bids submitted by firms under "joint venture" arrangements or other multi-party agreements must submit a power of attorney delegating authority to one principal with authority to negotiate and execute any/all contract documents resulting from negotiations/award of this Invitation to Bid.

NO BID: If not submitting a bid, respond by returning only the Statement of No Bid, and give the reason in the space provided. Failure to respond three (3) times in succession without justification may be cause for removal of the Bidders name from the mailing list.

BID OPENING: Shall be public, at the above address, on the date and at the time specified above. The bid time shall be scrupulously observed. Under no circumstances shall bids delivered after the time specified be considered; such bids will be returned unopened. The City will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Finance Department serve as the official authority to determine lateness of any bid. It is the Bidders sole responsibility to assure that his/her bid is complete and delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered will not be considered. Offers by facsimile, telegram or telephone are not acceptable. A bid may NOT be altered by the Bidder after opening of the bids. Bid tabulations will be furnished upon written request which includes a self-addressed, stamped envelope.

Persons with disabilities needing assistance to participate in the Public Bid Opening should contact the City Clerk at least 48 hours in advance of the meeting at 386-561-2100.

TAXES: The City is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City's exemption numbers are on the face of the purchase order. If requested, the Purchasing Manager will provide an exemption certificate to the awarded Bidder. Vendors/contractors doing business with the City shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City nor shall any

Vendor/Contractor be authorized to use the City's Tax Exemption Number in securing such materials.

CERTIFICATES

The City reserves the right to require proof that the bidder is an established business and is abiding by the Ordinances, Regulations, and Laws of their Community and the State of Florida such as but not limited to: Occupational Licenses, Business Licenses, Florida Sales Tax Registration, Federal Employee Identification Number.

DISCOUNTS: Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.

MISTAKES: Bidders are expected to examine the terms and conditions, specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. **FAILURE TO DO SO WILL BE AT BIDDER'S RISK.** In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly. Written amounts shall take precedence over numerical amounts. In the event of addition errors(s), the unit price, and extension thereof, will prevail and the Bidder's total offer will be corrected accordingly. Bids having erasures or corrections must be initialed in ink by the Bidder.

AWARD TERM This bid shall remain open for a period of three years with the option to renew for two additional one year periods upon mutual agreement of both parties.

PRICE REDETERMINATION The Contractor may petition the Purchasing Manager for price redetermination within forty-five (45) days of the expiration of each term of the contract. Any price redetermination will include all items awarded. If the City and the Contractor cannot agree on any price redetermination, then the contract will expire. (*See other conditions under Special Terms and Conditions*)

UNUSUAL CIRCUMSTANCES: If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party to the contract occur, and those circumstances significantly affect the Seller's cost in providing the required items or services, then the Seller may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Seller, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

Bid # 10020 Nuisance Abatements

- 1 The contract can be canceled by the City upon giving thirty (30) days written notice to the Seller with no penalty to the City or Seller. The Seller shall fill all City requirements submitted to the Seller until the termination date contained in the notice.
- 2 The City requires the Seller to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
- 3 If the City, in its interest and in its sole opinion, determines that the Seller in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Seller in default and disqualifying him for receiving any business from the City for a state period of time.
- 4 If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Seller receives notice in writing signed by a person authorized to bind the City in such matters.

INVOICING AND PAYMENT: Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this bid specification shall minimally meet the following conditions to be considered as a valid payment request:

- a. A timely submission of a properly certified invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or purchase order document, and be submitted to the Finance Department at the address as stipulated on the Purchase Order.
- b. All invoices submitted shall consist of an original and one (1) copy; clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain date of delivery; original or legible copy of signed delivery receipt including both manual signature and printed name of a designated City employee or authorized Agent; be clearly marked as "partial", "complete" or "final" invoice. The City will accept partial deliveries
- c. The invoice shall contain the Bidder's Federal Employer Identification Number (F E I N).
- d. The City's terms are "Net 30 Days" after acceptance of goods or services and receipt of an acceptable invoice as described herein. Any discounts must be offered on the Bid Response Form.

GENERAL: The City of Deltona, having limited storage facilities, requires the service of private firms to provide materials, supplies and/or services on an as needed basis, as indicated herein, to support the City's needs.

ADDITIONAL TERMS AND CONDITIONS: Unless expressly accepted by the City, the following conditions shall apply: No additional terms and conditions included with the bid response shall be considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this bid if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Bid Documents are the only conditions applicable to this bid and the Bidder's authorized signature on the Bid Response Form attests to this. Exceptions to the terms and conditions will not be accepted.

INTERPRETATIONS: All Bidders shall carefully examine the Bid Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of Bids; failure to do so, on the part of the Bidder, will constitute an acceptance by the Bidder of any subsequent decision. Any questions concerning the intent, meaning and interpretations of the Bid Documents shall be requested in writing (facsimile transmission acceptable (386) 789-7230, and received by the City at least seven (7) calendar days prior to the Bid Opening. Inquiries shall be addressed to the attention of the Contact person as indicated on Page 1. No person is authorized to give oral interpretations of, or make oral changes to, the bid. Therefore, oral statements given before the bid opening will not be binding. Any interpretation of, or changes to, the bid will be made in the form of a written Addendum to the bid and will be furnished to all Bidders through DemandStar. Receipt of all addenda shall be acknowledged by the Bidders by signing and enclosing said addenda or addendum acknowledgement with their bid.

ADDENDUM: The City will record its responses to inquiries, any supplemental instructions, and/or necessary revisions to Bid Documents, in the form of a written addendum. Should revisions to the Bid Documents become necessary, the City will post a written addendum to the DemandStar website which will go out to all Bidders who received a bid package through DemandStar. All addendum are posted to the DemandStar website and current planholders are notified that an addendum has been issued. Bidders who obtain Bid Documents from other sources must officially register with the City's Purchasing Manager in order to be placed on the DemandStar website as a bid holder in order to receive any forthcoming addenda or other official communications. Failure to register as a prospective Bidder may cause your bid to be rejected as non-responsive if you have failed to submit a bid without an addendum acknowledgment for the most current addendum. It is the vendor's responsibility to check

Bid # 10020 Nuisance Abatements

the DemandStar website at www.demandstar.com in order to be sure latest addendum and any prior addendum have been received

PROTESTS: Any Bidder who disputes the bid selection or contract award recommendation shall file such protest according to the bid protest procedures. These procedures are available upon request from the City.

CONFLICT OF INTEREST: All Bidders must disclose with their bid the name of any officer, director, or Agent who is also an employee of the City. All Bidders must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches.

LEGAL REQUIREMENTS: Bidders are required to comply with all provisions of Federal, State, City and local laws and ordinances, rules and regulations that are applicable to the items being bid. Lack of knowledge by the Bidder shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effect thereof.

DRUG-FREE WORKPLACE: Preference shall be given to business with Drug-Free Work Place (DFW) programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

POSTING OF BID AWARD: Recommendation for award will be posted for review by interested parties on DemandStar. Failure to file a protest to Purchasing within the time prescribed in the CITY's Purchasing Manual, shall constitute a waiver of proceedings.

AWARD: As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, "All or None", or a combination thereof; with one or more suppliers; to reject any or all bids, or waive any minor irregularity or technicality in bids received, award or eliminate a portion of the bid, and may, at its sole discretion, request a re-bid, or abandon the project in its entirety. Bidders are cautioned to make no assumption until the City has entered into a contract or issued a purchase order.

EEO STATEMENT: The City is committed to assuring equal opportunity in the award of contracts, and, therefore, complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age or sex.

CONTRACTUAL AGREEMENT: The contents of this Bid and all provisions of the successful bid proposal deemed pertinent by the City may be incorporated into a contract and

become legally binding. A separate contract document, other than the purchase order, may or may not be issued. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of Florida. The venue shall be County of Volusia, Florida.

GOVERNMENTAL RESTRICTIONS: In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the Bidder to notify Purchasing at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The City reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

PERMITS/LICENSES/FEES: Any permits, licenses, or fees required will be the responsibility of the Contractor, no separate or additional payment will be made.

Adherence to all applicable code regulations (Federal, State, City, City) are the responsibility of the Contractor.

INDEMNIFICATION: The Bidder, without exemption, shall indemnify and save harmless, the City, its employees and/or any of its Commissioners from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Bidder. Further, if such a claim is made, or is pending, the Bidder may, at its option and expense, procure for the City the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the City agrees to return the article on request to the Bidder and receive reimbursement. If the Bidder used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

ADVERTISING: In submitting a bid, Bidder agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval, by the appropriate level of authority within the City.

ASSIGNMENT: Any purchase order or contract issued pursuant to this Invitation to Bid and the monies which may become due hereunder are not assignable except with the prior written approval of the City, through the Finance Department.

COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH: Bidder certifies that all material, equipment, etc., contained in his/her bid meets all applicable O.S.H.A. requirements. Bidder further certifies that, if he/she is the successful Bidder, and the material, equipment, etc., delivered

Bid # 10020 Nuisance Abatements

is subsequently found to be defective in any applicable O.S.H.A. requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be borne by the Bidder.

RESPONSIBILITY: A Bidder must have at the time of bid opening, a company in operation, (if applicable) or be a fully authorized Agent or representative of the product bid, and capable of producing or providing the items bid, and follow-up parts and service, including any warranty services as applicable, and so provide such certification upon request.

FACILITIES: The City reserves the right to inspect the Bidder's facilities at any reasonable time, during normal working hours, to determine that Bidder has a bona fide place of business, and is a responsible Bidder.

DISQUALIFICATION OF BIDDER: More than one bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is involved in more than one bid submittal will be cause for rejection of all bids in which such Bidders are believed to be involved. Any or all bids will be rejected if there is reason to believe that collusion exists between Bidders. Bids in which the prices obviously are unbalanced will be subject to rejection

ADJUSTMENTS / CHANGES / DEVIATIONS: No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a bid expressly so provide. Any other adjustments, changes or deviations shall require prior written approval, and shall be binding **ONLY** if issued by the City's Finance Department. The Bidder shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly executed as required herein.

PUBLIC RECORDS: Upon award recommendation or ten (10) days after opening, whichever is earlier, bids become "public records" and shall be subject to public disclosure consistent with Chapter 119.07(3)(o), Florida Statutes. Bidders must invoke the exemptions to disclosure provided by law in the response to the Bid, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

Bids may be reviewed at City Hall, 2345 Providence Blvd, Deltona, FL 32725

BID PREPARATION COSTS: Neither the CITY nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Invitation to Bid. Bidders should prepare their bids simply and economically, providing all information and prices as required.

ACCEPTANCE / REJECTION: The City of Deltona reserves the right to accept or reject any or all bids and to make the award to that Bidder, who in the opinion of the City will be in the best interest of and/or the most advantageous to the City. The City of Deltona also reserves the right to reject the bid of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in the City's opinion, is not in a position to perform properly under this award. The City of Deltona reserves the right to inspect all facilities of bidders in order to make a determination as to the foregoing. The City of Deltona reserves the right to waive any irregularities, informalities, and technicalities in offers received, and may, at its discretion, request a re-bid, or abandon the project/procurement in its entirety.

ANY AND ALL SPECIAL TERMS AND CONDITIONS, TECHNICAL REQUIREMENTS, SCOPE OF WORK OR SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

Bid # 10020 Nuisance Abatements

SCOPE OF WORK

Bid No. 10020 for Nuisance Abatements

Scope of Services

Scope: To provide mowing services and/or other abatement work needed to clear properties of trash and debris, on an as needed basis, as a yearly contract. These services shall be performed at specific vacant, abandoned or occupied properties, as designated by the City Code Ordinance. Code ordinance states that if the property owner does not remove the condition(s), the City shall have the condition(s) corrected at the owner's expense.

Specific Requirements:

1. A Blanket Purchase Order will be provided for the year. The purchase order number must appear on all invoices and delivery tickets. For prompt payment, all invoices must be sent directly to City of Deltona, Accounts Payable, 2345 Providence Blvd , Deltona, Florida 32725.
2. The successful bidder(s) shall secure licenses imposed by law and ordinance, and pay all charges and fees which shall include a current County of Volusia Business License. Before issuance of a contract to the successful bidder, copy of the actual license shall be provided to the Purchasing Division.
3. The successful bidder(s) shall provide a Certificate of Insurance before issuance of a contract. See Exhibit "A" for Insurance Requirements.
4. The successful bidder(s) shall observe all ordinances regarding the obstruction of streets and driveways, maintaining signals and open passageways, and protecting the same where exposed.
 - a. Proper safety precautions shall be used at all times and shall remain the successful bidder's responsibility.
 - b. The successful bidder shall be responsible for providing, maintaining and transporting all necessary and customary equipment, tools and fuel needed to fulfill the contract. In no event shall the City be responsible for any damages to any of the successful bidder's equipment or clothing either lost, damaged, destroyed or stolen.
 - c. Work must be done to the satisfaction of the department. If not completed to the department's satisfaction, the successful bidder shall return and complete at no additional charge.

Bid # 10020 Nuisance Abatements

5. The City reserves the right to periodic reviews with the successful bidder. The City shall NOT be responsible for payment to contractor for any briefings or meetings held between the City and the successful bidder, as these meetings are to the mutual benefit of both parties
6. Due to requirements placed on the City by State Statutes, **all works shall be completed within (7) business days from original notification.** A work authorization form from the Code Enforcement Inspector or Designee shall constitute notification.
7. Failure to comply with the request for service within the required amount of time or communicate inability to comply may constitute a breach of contract.
 - a. Inclement weather shall mean severe weather (rain or drought), may be a reason to delay work; however, communication of delay must be given to the Code Enforcement Inspector or Designee.

ADDITIONAL REQUIREMENTS:

1. The City reserves the right to award on an "All-or-None " basis, or to award on an "Item-by-Item" or "Group-by-Group" basis or to award to more than one company, whichever is in the best interest of and/or most advantageous to the City. Whenever two or more bids which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that completed the **Drug Free Workplace** form (enclosed), shall be given preference in the award process.

2. POST AWARD MEETING

Within 5 working days after receipt of notification of award of bid, awarded Bidder shall meet with the City's representative(s) to discuss job procedures and scheduling.

3. QUALIFICATION OF BIDDERS

This bid shall be awarded only to a responsible, responsive Bidder, qualified by experience to provide the work specified. The Bidder shall submit the following information with his proposal:

- ☐ List and brief description of similar work satisfactorily completed with dates of contracts, name and addresses of owners, and contact people.
- ☐ List of equipment available to do the work required. Include make, model, quantity, year of manufacture and condition of the equipment.
- ☐ List of personnel, by name and title, contemplated to perform the work.

Bid # 10020 Nuisance Abatements

Failure to submit the above requested information may be cause for rejection of your bid. Information previously submitted to the City in response to another Invitation to Bid shall not satisfy this requirement.

4. PERFORMANCE PROBATION PERIOD

The successful awardees(s) will immediately enter into a three-(3) month probationary period upon start up of work assignment. During this time, City staff will closely scrutinize the awardee(s) performance. If the awardee performance fails to consistently meet the standards specified within the bid, his/her contract will be promptly canceled. If his/her performance is acceptable, then he/she will be so notified and the contract will extend through the stated expiration date.

5. EQUIPMENT

All equipment placed in service shall be properly maintain

6. APPAREL

Contractor's personnel shall wear appropriate apparel while on City property or while working on any city project.

7. SCHEDULING

The City shall approve all work hours and schedules. In general, all work shall be performed during daylight hours. No work shall be done when weather conditions limit good visibility

8. PROJECT MANAGEMENT

A Code Enforcement Inspector or Designee shall be designated by the City. During the course of the project, the Code Enforcement Inspector or Designee will be the City's representative, and be responsible for assuring the proper completion of the project by the Contractor.

9. PAYMENT

- ☐ Payment shall be based on pre-determined units of measure and shall be paid according to those units.
- ☐ The "awardee(s)", upon completion of work orders, shall request an inspection by the Enforcement Services Director or designee.
- ☐ The Enforcement Services Director, Inspector or designee shall approve completed work orders performed to specifications and authorize payment when invoiced.
- ☐ Payment for services will be accomplished by submission of an invoice, in duplicate, to: City of Deltona, Accounts Payable, 2345 Providence Blvd., Deltona, FL. Invoice must reflect purchase order number

10. CANCELLATION

The City reserves the right to cancel this contract without cause or penalty. The awarded Bidder, for good cause, upon ninety (90) days prior written notice may cancel this contract.

Bid # 10020 Nuisance Abatements

11. PROTECTION OF PROPERTY

The Contractor shall at all times guard against damage or loss to the property of the City or of other contractors or property owners and shall be held responsible for replacing or repairing any such loss or damage. The City may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the Contractor or his agents.

12. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of this bid, the Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement:

1. The prices in this bid have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor; and,
3. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.
4. Bidder agrees that supplies/services furnished regarding this offer, if awarded, shall be covered by the most favorable commercial warranties the Bidder gives to any customer for such supplies services and that rights and remedies provided herein are in addition to and do not limit any rights offered to the City by any other provision of the bid award.

13. EFFECTIVE PERIOD

Contracts resulting from this Invitation for Bid will run for an initial period of three years with the option to renew for two additional one year periods upon mutual agreement in writing of both parties. The City reserves the right to cancel the agreement between the parties at any time with 30 days notice.

14. ESCALATION

Prices will be firm for the first year; however, the City acknowledges the fluctuating nature of prices for items specified. Accordingly an escalator/de-escalator clause will be accepted only under the following conditions:

1. If a price increase is to be requested, contractor is required to notify Purchasing in writing of all items affected by price increases/decreases.
2. All price increase(s) and decrease(s) may or may not be approved by the City's Purchasing Manager prior to becoming effective.

Bid # 10020 Nuisance Abatements

3. If the City and Contractor cannot come to any agreement regarding any price increase request, this agreement shall expire at the end of the current annual term.

15. PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

The submission of any bid in response to this Invitation to Bid also constitutes a bid made under the same terms and conditions, for the same contract price, and for the same effective period as this bid, to other governmental agencies.

Each governmental agency desiring to accept these bids, and makes an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this bid. This agreement in no way restricts or interferes with the right of any political subdivision to rebid any or all items.

16. INSURANCE

The Contractor shall furnish proof of insurance as outlined in Exhibit A. Insurance certificates must be sent to:

The City of Deltona
Attn: Kate Krauss, Purchasing Manager
2345 Providence Boulevard
Deltona, FL 32725

EXHIBIT A

INSURANCE REQUIREMENTS

Workers Compensation: Coverage to apply for all employees for Statutory Limits in compliance with the applicable state and federal laws. The policy must include Employer's Liability with a limit of \$100,000 each accident.

Commercial General Liability: Shall have minimum limits of \$300,000 per Occurrence. Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises and/or Operations, Independent Contractors and Products and/or Completed Operations, Broad Form Property Damage and XCU Coverage, and a Contractual Liability Endorsement.

Business Auto Policy: Shall have minimum limits of \$300,000 per Occurrence. Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Owned Vehicles, Hired and Non-Owned Vehicles, and Employees Non-Ownership.

Hold Harmless Clause: An appropriate Hold Harmless Clause shall be included within all contracts stating that the Contractor agrees through signing of this document by an authorized party or agent to hold harmless and defend the City of Deltona and its agents and employees from all suits and actions, including attorneys' fees and all costs of litigation and judgments of every name and description arising out of or incidental to the performance of this contract or work performed thereunder, whether or not due to or caused by negligence of the entity excluding only the sole negligence of the entity.

This provision shall also pertain to any claims brought against the entity by any employee of the named Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them.

The contractor's obligation under this provision shall not be limited in any way to the agreed upon contract price as shown in this contract or the Contractor's limit of or lack of sufficient insurance protection.

Certificate of Insurance: The entity is to be specifically included as an additional insured. This does not pertain to Workers' Compensation.

In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued thirty days prior to said expiration date.

The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy.

Unless otherwise specified it shall be the responsibility of the contractor to insure that all subcontractors comply with the same insurance requirements spelled out above.

All certificates of insurance must be on file with and approved by the City of Deltona before the commencement of any work activities.

NOTE: THE SELECTED COMPANY WILL ALSO NEED TO BE AVAILABLE FOR ALL EMERGENCY CLEAN UP SITUATIONS SUCH AS AFTER A HURRICANE.

IS YOUR COMPANY WILLING TO DEDICATE THE PERSONNEL AND EQUIPMENT NEEDED TO DO THIS: ✓ YES NO

CITY OF DELTONA
Nuisance Abatements (Lot Mowing and Property Maintenance)
For Code Enforcement Division – Term Contract
Bid No. 10020

In accordance with the foregoing terms, conditions and specifications, the undersigned bidder hereby submits the following firm, fixed prices for supplying the City of Deltona with mowing services, abatement work, emergency response and services needed to clear lots of trash and debris, on an as needed basis, as a yearly contract as follows:

NOTE: PRICES ARE INCLUSIVE OF LABOR, MATERIALS, EQUIPMENT AND DISPOSAL FEES.

SCHEDULE OF PRICING

CATEGORY I: MOWING VACANT AND OCCUPIED LOTS: Mowing vacant or occupied parcels of land including trimming weeds and grass along or by fences, hedges, fire hydrants, poles, trees, portions of street and along the house. The driveway and walkways should be cleared after mowing with a blower.

ITEM #	DESCRIPTION	UNIT PRICE
1	Lot mow & light clean-up of property (FLAT RATE)	\$ 350.00
2	Lots over 5,000 sq. ft. & light clean-up of property Up to 8,200 sq. ft. (FLAT RATE)	\$ 550.00
3	Lots over 8,200 sq. ft. & light clean-up of property Up to 14,000 sq. ft. (FLAT RATE)	\$ 750.00
4	Your proposed rate for mowing each additional 1,000 sq. ft. over 14,000 sq. ft. This is not a flat rate as charge. Will depend on actual lot size	\$ 75.00 For each additional 1,000 sq. ft. over 14,000

CATEGORY II: MISCELLANEOUS SERVICE: When necessary and when directed, accumulating, boxing, bagging or bundling trash and placing same at curbside or transporting to an authorized disposal facility, trimming dense overgrowth/undergrowth in areas where mowers or other standard equipment can not be used (does not include trimming around objects noted in Category I above): raising canopies on trees; removing or leveling of dirt or spoils; removing dead, diseased or fallen trees; trimming trees; hedges, shrubs. Price includes placing trash at curbside in a condition that complies with City and Solid Waste Authority size, weight,

Bid # 10020 Nuisance Abatements

separation and handling requirements or transporting materials to an authorized dumpsite but not disposal charges, which are paid separately, based on the actual charges incurred per an invoice from the disposal facility.

ITEM #	DESCRIPTION	UNIT PRICE
5	Chain Saw with Operator	\$ 20.00 Per hour
6	Tractor equipment with operator	\$ 30.00 Per hour
7	Hauling trailer and operator	\$ 45.00 Per hour
8	Dump truck with operator	\$ 55 Per hour
9	Labor only, i.e. refuse removal, etc.	\$ 15.00 Per hour

ITEM #	DESCRIPTION	UNIT PRICE
10	Appliance Removal	\$ 20.00 Each
11	Tire Disposal	\$ 6.00 Each
12	Cost for operator and bobcat with a claw	\$ 25.00 Per hour
13	Cost for operator and bobcat with a Brush Cutter 6'	\$ 25.00 Per hour
14	Misc. Trash/Debris Removal	\$ 10.00 Per hour
15	Misc. Abatelements of pool or structure	\$ Unit-price quote request before job
16	Board up windows to include labor and supplies	\$ 20.00 per window
17	Board up door to include labor and supplies	\$ 25.00 per door

Bid # 10020 Nuisance Abatelements

HOLD HARMLESS AND INDEMNITY AGREEMENT

Glen Bellamy, agrees through the signing of this document by an authorized party or agent that it shall defend, indemnify and hold harmless the City of Deltona, and its agents, employees, and public officials from and against all suits, losses, claims, demands, judgments of every name and description arising out of or incidental to the performance of this contract or work performed thereunder, whether or not due to or caused by the negligence of the City of Deltona, its agents, employees, and public officials excluding only the sole negligence of the City of Deltona, its agents, employees, and Public Officials.

This provision shall also pertain to any claims brought against the City of Deltona, its agents, employees, and public officials by an employee of the named Contractor, any Sub-contractor, or anyone directly or indirectly employed by any of them.

The Contractor's obligation to indemnify the City of Deltona, its agents, employees and public officials under this provision shall be limited to \$1,000,000 per occurrence which the parties agree bears a reasonable commercial relationship to the contract.

The Contractor agrees to accept, and acknowledges as adequate remunerations, the consideration of \$10, which is part of the agreed bid price, the promises contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, for agreement to enter into this Hold Harmless and Indemnity Agreement.

Glen Bellamy
CONTRACTOR

6/9/2010
DATE

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of this bid, the Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement:

1. The prices in this bid have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor; and,
3. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition
4. Bidder agrees that supplies/services furnished regarding this offer, if awarded, shall be covered by the most favorable commercial warranties the Bidder gives to any customer for such supplies services and that rights and remedies provided herein are in addition to and do not limit any rights offered to the City by any other provision of the bid award.

PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

All Bidders submitting a response to this Invitation to Bid agree that such response also constitutes a bid to all governmental agencies, under the same conditions, for the same contract price, and for the same effective period as this bid, should the Bidder feel it is in their best interest to do so.

Each governmental agency desiring to accept these bids, and makes an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this bid.

This agreement in no way restricts or interferes with the right of any governmental agency to rebid any or all items.

REFERENCES

Bidder must submit with the bid, three (3) references (form attached) for projects of similar scope to include: Point of contact and telephone number. Failure to provide this information with the bid may result in bid being declared non-responsive.

This Form Must Be Completed and Returned with your Submittal.

BIDDER INFORMATION

Bidder (Company) Name: <u>Bellamy Landscaping</u>	F. E. I. N. or SS Number: <u>27-1338155</u>	
Mailing Address: <u>PO BOX 423526</u>	Street Address: <u>PO BOX 423526</u>	
City, State, Zip: <u>Kissimmee, FL 34742</u>	City, State, Zip: <u>Kissimmee, FL 34742</u>	
Type of Entity: (Circle one) <div style="display: flex; justify-content: space-around; align-items: center;"> Corporation <u>Partnership</u> Proprietorship </div> <div style="text-align: center; margin-top: 5px;"> Joint Venture </div>	I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Bidder. <div style="text-align: center;"> X <u>Glen Bellamy</u> Authorized Signature (Manual) </div>	
Incorporated in the State of: <u>Florida</u> Year: _____	Typed or Printed Name: <u>Glen Bellamy</u> Title: <u>Owner</u>	
Telephone Number: <u>(321) 352-1056</u>		
Toll Free Telephone Number: (800) _____		
Fax Number: () _____		
F.O.B.: DESTINATION	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>	

Bids may not be withdrawn for a period of 90 days after bid opening. All items bid must be in compliance with the stated specifications. Any Bidder taking exception shall indicate those exceptions on company letterhead and attach to their bid. Any questions regarding this bid should be addressed to Kate Krauss, City of Deltona Purchasing by facsimile transmission to (386) 878-8571 or email at kkrauss@deltonafl.gov
This Form Must Be Completed and Returned with your Submittal.

References

CUSTOMER NAME	CONTACT PERSON	TELEPHONE AND FAX NUMBER	SCOPE OF SERVICES PROVIDED/JOB NAME
City of Gainesville	Kelly L. Lofland	(352) 334-5022 ()	Lot Clearing
Marion County	Kelly Gray	(352) 671-8444 ()	Lot Clearing
City of Ocala	Darrel Muse	(352) 351-6700 ()	Mowing, Light Clean-up etc.

Does Bidder have any similar work in progress at time of Bid Opening?
If "Yes", explain:

Yes ☐ No ☒

References who are located in foreign countries are not acceptable.

This Form Must Be Completed and Returned with your Submittal.

DRUG-FREE WORK PLACE FORM

The undersigned Bidder in accordance with Florida Statute 287.087, hereby certifies that

Bellamy Landscaping LLC does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

X Allen Bellamy
Bidder's Signature
10/19/2010
Date

This Form Must Be Completed and Returned with your Submittal, if applicable

Bid # 10020 Nuisance Abatements

Bellamy Landscaping LLC

Qualification of Bidder

Bellamy Landscaping has done several jobs and done satisfactory work on each one of them. Most of the Lot Clearing Contracts were one time jobs. Once the lots were cleaned and cleared, our services were done. If they needed our services again they would call us or contract it out to be cleared again as time went by. We've done many jobs with the City of Gainesville starting back in 2006. Lot clearing was one of the jobs we've contracted with the City of Gainesville, clearing off vacant lots. One of the contact people is Kelley Lofland and her phone number is 352)334-5022.

Marion County is another contract we held for Lot Clearing in 2007 and other year after it. There were plenty of work to do in Marion County and Lot Clearing was required. Bellamy Landscaping did a 27 Lot Clearing project and it took maybe a month to finish. There were debris, trash, and trees that required a chainsaw. The job was a great project to complete. The contact person is Kelley Gray and phone number is 352)671-8444.

List of Equipment

The equipment is in great working shape. Year of equipment 2006-20010

Z TRAC 717A-STIHL
Hedger HL45-STIHL
Blower BR340-STIHL
Line Trim FS80R-STIHL
Edger FC75-STIHL
Bolen Edger
Chainsaw-STIHL

List of Personnel

Glen Bellamy- Owner
Latisha Bellamy-Owner

<p>Submit Bid to:</p> <p>CITY OF DELTONA</p> <p>2345 Providence Blvd. Deltona, Florida 32725 Attn: Purchasing</p> <p>CLEARLY MARK SEALED ENVELOPE WITH BID NAME AND NUMBER</p>	<p>INVITATION TO BID# 10020</p> <p>NUISANCE ABATEMENTS (LOT MOWING AND PROPERTY MAINTENANCE) FOR CODE ENFORCEMENT DIVISION</p>
<p><u>Contact:</u></p> <p>KATE KRAUSS, CPPO, CPPB, SPSM PURCHASING MANAGER kkrauss@deltonafl.gov Phone: (386) 878-8570 / Fax: (386) 878-8571</p>	<p>BIDDER</p> <p>NAME: <u>CalDWELL'S</u> <u>Lawn Service Inc.</u></p>
<p><u>Bid Due Date & Time:</u></p> <p>THURSDAY, JUNE 10, 2010 AT 2:00 P.M.</p>	<p>MAILING</p> <p>ADDRESS: <u>2193 Fireside Rd.</u> <u>Deltona, FL 32738</u></p>
<p><u>Location of Public Opening:</u></p> <p>City of Deltona, 1st Floor Conference Room 2345 Providence Blvd., Deltona, FL 32725</p>	<p>Phone#: <u>386-789-3937</u></p>
<p>PAGE 1 of 21</p>	

**GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR
BIDDERS**

These documents constitute the complete set of terms and conditions, specification requirements, and bid forms. All bid sheets and attachments must be executed and submitted in a sealed envelope. The face of the envelope shall contain Bidder's name, return address, the date and time of bid opening, the bid number and title. Bids not submitted on the enclosed Bid Form shall be rejected. Bidders shall submit three (3) complete sets (one [1] original and two [2] copies) of their bid, complete with all supporting documentation. **SUBMITTAL OF A BID IN RESPONSE TO THIS INVITATION TO BID CONSTITUTES AN OFFER BY THE BIDDER.** Bids which do not comply with these requirements may be rejected at the option of the City.

CONTACT: All prospective bidders are hereby instructed not to contact any member of the City of Deltona Commission, City Manager, or City of Deltona Staff members other than the noted contact person OR another member of the City's Purchasing Division regarding this Invitation to Bid or their bid proposal at any time during the bid process. Any such contact shall be cause for rejection of your bid proposal. The Bid process is not over until an award is made.

DELAYS: The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify bidders of all changes in scheduled due dates by written addendum.

EXECUTION OF BID: Bid must contain a manual signature, in ink, of an authorized representative, who has the legal ability to bind the Bidder in contractual obligations in the space provided on the Bid Response Form. Failure to properly

Bid # 10020 Nuisance Abatements

sign the Bid shall invalidate same, and it shall not be considered for award. Bid must be typed or legibly printed in ink. Use of erasable ink is not permitted. All corrections made by Bidder to any part of the bid document must be initialed in ink. The original bid conditions and specifications cannot be changed or altered in any way. Altered bids will not be considered. Clarification of bids submitted shall be in letter form, signed by bidders and attached to the bid.

BIDDER INFORMATION: Bidder shall complete the "Corporate Authority", "Joint Venture", "Sole Proprietorship", or "Partnership" portion of the Bidder Information Sheet, whichever part applies, and include with their bid submittal.

JOINT VENTURES: Bids submitted by firms under "joint venture" arrangements or other multi-party agreements must submit a power of attorney delegating authority to one principal with authority to negotiate and execute any/all contract documents resulting from negotiations/award of this Invitation to Bid.

NO BID: If not submitting a bid, respond by returning only the Statement of No Bid, and give the reason in the space provided. Failure to respond three (3) times in succession without justification may be cause for removal of the Bidders name from the mailing list.

BID OPENING: Shall be public, at the above address, on the date and at the time specified above. The bid time shall be scrupulously observed. Under no circumstances shall bids delivered after the time specified be considered; such bids will be returned unopened. The City will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Finance Department serve as the official authority to determine lateness of any bid. It is the Bidders sole responsibility to assure that his/her bid is complete and delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered will not be considered. Offers by facsimile, telegram or telephone are not acceptable. A bid may NOT be altered by the Bidder after opening of the bids. Bid tabulations will be furnished upon written request which includes a self-addressed, stamped envelope.

Persons with disabilities needing assistance to participate in the Public Bid Opening should contact the City Clerk at least 48 hours in advance of the meeting at 386-561-2100.

TAXES: The City is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City's exemption numbers are on the face of the purchase order. If requested, the Purchasing Manager will provide an exemption certificate to the awarded Bidder. Vendors/contractors doing business with the City shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City nor shall any

Vendor/Contractor be authorized to use the City's Tax Exemption Number in securing such materials.

CERTIFICATES

The City reserves the right to require proof that the bidder is an established business and is abiding by the Ordinances, Regulations, and Laws of their Community and the State of Florida such as but not limited to: Occupational Licenses, Business Licenses, Florida Sales Tax Registration, Federal Employee Identification Number.

DISCOUNTS: Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.

MISTAKES: Bidders are expected to examine the terms and conditions, specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. **FAILURE TO DO SO WILL BE AT BIDDER'S RISK.** In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly. Written amounts shall take precedence over numerical amounts. In the event of addition errors(s), the unit price, and extension thereof, will prevail and the Bidder's total offer will be corrected accordingly. Bids having erasures or corrections must be initialed in ink by the Bidder.

AWARD TERM This bid shall remain open for a period of three years with the option to renew for two additional one year periods upon mutual agreement of both parties.

PRICE REDETERMINATION The Contractor may petition the Purchasing Manager for price redetermination within forty-five (45) days of the expiration of each term of the contract. Any price redetermination will include all items awarded. If the City and the Contractor cannot agree on any price redetermination, then the contract will expire. (*See other conditions under Special Terms and Conditions*)

UNUSUAL CIRCUMSTANCES: If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party to the contract occur, and those circumstances significantly affect the Seller's cost in providing the required items or services, then the Seller may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Seller, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

Bid # 10020 Nuisance Abatements

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Seller with no penalty to the City or Seller. The Seller shall fill all City requirements submitted to the Seller until the termination date contained in the notice.
2. The City requires the Seller to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
3. If the City, in its interest and in its sole opinion, determines that the Seller in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Seller in default and disqualifying him for receiving any business from the City for a state period of time.
4. If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Seller receives notice in writing signed by a person authorized to bind the City in such matters.

INVOICING AND PAYMENT: Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this bid specification shall minimally meet the following conditions to be considered as a valid payment request:

- a. A timely submission of a properly certified invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or purchase order document, and be submitted to the Finance Department at the address as stipulated on the Purchase Order.
- b. All invoices submitted shall consist of an original and one (1) copy; clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain date of delivery; original or legible copy of signed delivery receipt including both manual signature and printed name of a designated City employee or authorized Agent; be clearly marked as "partial", "complete" or "final" invoice. The City will accept partial deliveries.
- c. The invoice shall contain the Bidder's Federal Employer Identification Number (F.E.I.N.).
- d. The City's terms are "Net 30 Days" after acceptance of goods or services and receipt of an acceptable invoice as described herein. Any discounts must be offered on the Bid Response Form.

GENERAL: The City of Deltona, having limited storage facilities, requires the service of private firms to provide materials, supplies and/or services on an as needed basis, as indicated herein, to support the City's needs.

ADDITIONAL TERMS AND CONDITIONS: Unless expressly accepted by the City, the following conditions shall apply: No additional terms and conditions included with the bid response shall be considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this bid if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Bid Documents are the only conditions applicable to this bid and the Bidder's authorized signature on the Bid Response Form attests to this. Exceptions to the terms and conditions will not be accepted.

INTERPRETATIONS: All Bidders shall carefully examine the Bid Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of Bids; failure to do so, on the part of the Bidder, will constitute an acceptance by the Bidder of any subsequent decision. Any questions concerning the intent, meaning and interpretations of the Bid Documents shall be requested in writing (facsimile transmission acceptable (386) 789-7230, and received by the City at least seven (7) calendar days prior to the Bid Opening. Inquiries shall be addressed to the attention of the Contact person as indicated on Page 1. No person is authorized to give oral interpretations of, or make oral changes to, the bid. Therefore, oral statements given before the bid opening will not be binding. Any interpretation of, or changes to, the bid will be made in the form of a written Addendum to the bid and will be furnished to all Bidders through DemandStar. Receipt of all addenda shall be acknowledged by the Bidders by signing and enclosing said addenda or addendum acknowledgement with their bid.

ADDENDUM: The City will record its responses to inquiries, any supplemental instructions, and/or necessary revisions to Bid Documents, in the form of a written addendum. Should revisions to the Bid Documents become necessary, the City will post a written addendum to the DemandStar website which will go out to all Bidders who received a bid package through DemandStar. All addendum are posted to the DemandStar website and current planholders are notified that an addendum has been issued. Bidders who obtain Bid Documents from other sources must officially register with the City's Purchasing Manager in order to be placed on the DemandStar website as a bid holder in order to receive any forthcoming addenda or other official communications. Failure to register as a prospective Bidder may cause your bid to be rejected as non-responsive if you have failed to submit a bid without an addendum acknowledgement for the most current addendum. It is the vendor's responsibility to check

Bid # 10020 Nuisance Abatements

the DemandStar website at www.demandstar.com in order to be sure latest addendum and any prior addendum have been received.

PROTESTS: Any Bidder who disputes the bid selection or contract award recommendation shall file such protest according to the bid protest procedures. These procedures are available upon request from the City

CONFLICT OF INTEREST: All Bidders must disclose with their bid the name of any officer, director, or Agent who is also an employee of the City. All Bidders must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches.

LEGAL REQUIREMENTS: Bidders are required to comply with all provisions of Federal, State, City and local laws and ordinances, rules and regulations that are applicable to the items being bid. Lack of knowledge by the Bidder shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effect thereof.

DRUG-FREE WORKPLACE: Preference shall be given to business with Drug-Free Work Place (DFW) programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

POSTING OF BID AWARD: Recommendation for award will be posted for review by interested parties on DemandStar. Failure to file a protest to Purchasing within the time prescribed in the CITY's Purchasing Manual, shall constitute a waiver of proceedings

AWARD: As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, "All or None", or a combination thereof; with one or more suppliers; to reject any or all bids, or waive any minor irregularity or technicality in bids received, award or eliminate an portion of the bid, and may, at its sole discretion, request a re-bid, or abandon the project in its entirety. Bidders are cautioned to make no assumption until the City has entered into a contract or issued a purchase order.

EEO STATEMENT: The City is committed to assuring equal opportunity in the award of contracts, and, therefore complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age or sex

CONTRACTUAL AGREEMENT: The contents of this Bid and all provisions of the successful bid proposal deemed pertinent by the City may be incorporated into a contract and

Bid # 10020 Nuisance Abatements

become legally binding. A separate contract document, other than the purchase order, may or may not be issued. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of Florida. The venue shall be County of Volusia, Florida

GOVERNMENTAL RESTRICTIONS: In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the Bidder to notify Purchasing at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The City reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City

PERMITS/LICENSES/FEES: Any permits, licenses, or fees required will be the responsibility of the Contractor, no separate or additional payment will be made

Adherence to all applicable code regulations (Federal, State, City, City) are the responsibility of the Contractor

INDEMNIFICATION: The Bidder, without exemption, shall indemnify and save harmless, the City, its employees and/or any of its Commissioners from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Bidder. Further, if such a claim is made, or is pending, the Bidder may, at its option and expense, procure for the City the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the City agrees to return the article on request to the Bidder and receive reimbursement. If the Bidder used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

ADVERTISING: In submitting a bid, Bidder agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval, by the appropriate level of authority within the City.

ASSIGNMENT: Any purchase order or contract issued pursuant to this Invitation to Bid and the monies which may become due hereunder are not assignable except with the prior written approval of the City, through the Finance Department

COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH: Bidder certifies that all material, equipment, etc., contained in his/her bid meets all applicable OSHA requirements. Bidder further certifies that, if he/she is the successful Bidder, and the material, equipment, etc., delivered

is subsequently found to be defective in any applicable OSHA requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be borne by the Bidder.

RESPONSIBILITY: A Bidder must have at the time of bid opening, a company in operation, (if applicable) or be a fully authorized Agent or representative of the product bid, and capable of producing or providing the items bid, and follow-up parts and service, including any warranty services as applicable, and so provide such certification upon request.

FACILITIES: The City reserves the right to inspect the Bidder's facilities at any reasonable time, during normal working hours, to determine that Bidder has a bona fide place of business, and is a responsible Bidder.

DISQUALIFICATION OF BIDDER: More than one bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is involved in more than one bid submittal will be cause for rejection of all bids in which such Bidders are believed to be involved. Any or all bids will be rejected if there is reason to believe that collusion exists between Bidders. Bids in which the prices obviously are unbalanced will be subject to rejection.

ADJUSTMENTS / CHANGES / DEVIATIONS: No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a bid expressly so provide. Any other adjustments, changes or deviations shall require prior written approval, and shall be binding **ONLY** if issued by the City's Finance Department. The Bidder shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly executed as required herein.

PUBLIC RECORDS: Upon award recommendation or ten (10) days after opening, whichever is earlier, bids become "public records" and shall be subject to public disclosure consistent with Chapter 119.07(3)(o), Florida Statutes. Bidders must invoke the exemptions to disclosure provided by law in the response to the Bid, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

Bids may be reviewed at City Hall, 2345 Providence Blvd., Deltona, FL 32725.

BID PREPARATION COSTS: Neither the CITY nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Invitation to Bid. Bidders should prepare their bids simply and economically, providing all information and prices as required.

ACCEPTANCE / REJECTION: The City of Deltona reserves the right to accept or reject any or all bids and to make the award to that Bidder, who in the opinion of the City will be in the best interest of and/or the most advantageous to the City. The City of Deltona also reserves the right to reject the bid of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in the City's opinion, is not in a position to perform properly under this award. The City of Deltona reserves the right to inspect all facilities of bidders in order to make a determination as to the foregoing. The City of Deltona reserves the right to waive any irregularities, informalities, and technicalities in offers received, and may, at its discretion, request a re-bid, or abandon the project/procurement in its entirety.

ANY AND ALL SPECIAL TERMS AND CONDITIONS, TECHNICAL REQUIREMENTS, SCOPE OF WORK OR SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

Bid # 10020 Nuisance Abatements

SCOPE OF WORK

Bid No. 10020 for Nuisance Abatements

Scope of Services

Scope: To provide mowing services and/or other abatement work needed to clear properties of trash and debris, on an as needed basis, as a yearly contract. These services shall be performed at specific vacant, abandoned or occupied properties, as designated by the City Code Ordinance. Code ordinance states that if the property owner does not remove the condition(s), the City shall have the condition(s) corrected at the owner's expense.

Specific Requirements:

1. A Blanket Purchase Order will be provided for the year. The purchase order number must appear on all invoices and delivery tickets. For prompt payment, all invoices must be sent directly to City of Deltona, Accounts Payable, 2345 Providence Blvd., Deltona, Florida 32725.
2. The successful bidder(s) shall secure licenses imposed by law and ordinance, and pay all charges and fees which shall include a current County of Volusia Business License. Before issuance of a contract to the successful bidder, copy of the actual license shall be provided to the Purchasing Division.
3. The successful bidder(s) shall provide a Certificate of Insurance before issuance of a contract. See Exhibit "A" for Insurance Requirements.
4. The successful bidder(s) shall observe all ordinances regarding the obstruction of streets and driveways, maintaining signals and open passageways, and protecting the same where exposed.
 - a. Proper safety precautions shall be used at all times and shall remain the successful bidder's responsibility.
 - b. The successful bidder shall be responsible for providing, maintaining and transporting all necessary and customary equipment, tools and fuel needed to fulfill the contract. In no event shall the City be responsible for any damages to any of the successful bidder's equipment or clothing either lost, damaged, destroyed or stolen.
 - c. Work must be done to the satisfaction of the department. If not completed to the department's satisfaction, the successful bidder shall return and complete at no additional charge.

Bid # 10020 Nuisance Abatements

5. The City reserves the right to periodic reviews with the successful bidder. The City shall NOT be responsible for payment to contractor for any briefings or meetings held between the City and the successful bidder, as these meetings are to the mutual benefit of both parties.
6. Due to requirements placed on the City by State Statutes, **all works shall be completed within (7) business days from original notification.** A work authorization form from the Code Enforcement Inspector or Designee shall constitute notification.
7. Failure to comply with the request for service within the required amount of time or communicate inability to comply may constitute a breach of contract.
 - a. Inclement weather shall mean severe weather (rain or drought), may be a reason to delay work; however, communication of delay must be given to the Code Enforcement Inspector or Designee.

ADDITIONAL REQUIREMENTS:

1. The City reserves the right to award on an "All-or-None " basis, or to award on an "Item-by-Item" or "Group-by-Group" basis or to award to more than one company, whichever is in the best interest of and/or most advantageous to the City. Whenever two or more bids which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that completed the **Drug Free Workplace** form (enclosed), shall be given preference in the award process.

2. POST AWARD MEETING

Within 5 working days after receipt of notification of award of bid, awarded Bidder shall meet with the City's representative(s) to discuss job procedures and scheduling.

3. QUALIFICATION OF BIDDERS

This bid shall be awarded only to a responsible, responsive Bidder, qualified by experience to provide the work specified. The Bidder shall submit the following information with his proposal:

- ☐ List and brief description of similar work satisfactorily completed with dates of contracts, name and addresses of owners, and contact people.
- ☐ List of equipment available to do the work required. Include make, model, quantity, year of manufacture and condition of the equipment.
- ☐ List of personnel, by name and title, contemplated to perform the work.

Bid # 10020 Nuisance Abatements

Failure to submit the above requested information may be cause for rejection of your bid. Information previously submitted to the City in response to another Invitation to Bid shall not satisfy this requirement.

4. PERFORMANCE PROBATION PERIOD

The successful awardee(s) will immediately enter into a three-(3) month probationary period upon start up of work assignment. During this time, City staff will closely scrutinize the awardee(s) performance. If the awardee performance fails to consistently meet the standards specified within the bid, his/her contract will be promptly canceled. If his/her performance is acceptable, then he/she will be so notified and the contract will extend through the stated expiration date.

5. EQUIPMENT

All equipment placed in service shall be properly maintain

6. APPAREL

Contractor's personnel shall wear appropriate apparel while on City property or while working on any city project.

7. SCHEDULING

The City shall approve all work hours and schedules. In general, all work shall be performed during daylight hours. No work shall be done when weather conditions limit good visibility.

8. PROJECT MANAGEMENT

A Code Enforcement Inspector or Designee shall be designated by the City. During the course of the project, the Code Enforcement Inspector or Designee will be the City's representative, and be responsible for assuring the proper completion of the project by the Contractor.

9. PAYMENT

- ☐ Payment shall be based on pre-determined units of measure and shall be paid according to those units.
- ☐ The "awardee(s)", upon completion of work orders, shall request an inspection by the Enforcement Services Director or designee.
- ☐ The Enforcement Services Director, Inspector or designee shall approve completed work orders performed to specifications and authorize payment when invoiced.
- ☐ Payment for services will be accomplished by submission of an invoice, in duplicate, to: City of Deltona, Accounts Payable, 2345 Providence Blvd., Deltona, FL. Invoice must reflect purchase order number.

10. CANCELLATION

The City reserves the right to cancel this contract without cause or penalty. The awarded Bidder, for good cause, upon ninety (90) days prior written notice may cancel this contract.

Bid # 10020 Nuisance Abatements

11. PROTECTION OF PROPERTY

The Contractor shall at all times guard against damage or loss to the property of the City or of other contractors or property owners and shall be held responsible for replacing or repairing any such loss or damage. The City may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the Contractor or his agents.

12. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of this bid, the Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement:

1. The prices in this bid have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor; and,
3. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.
4. Bidder agrees that supplies/services furnished regarding this offer, if awarded, shall be covered by the most favorable commercial warranties the Bidder gives to any customer for such supplies services and that rights and remedies provided herein are in addition to and do not limit any rights offered to the City by any other provision of the bid award.

13. EFFECTIVE PERIOD

Contracts resulting from this Invitation for Bid will run for an initial period of three years with the option to renew for two additional one year periods upon mutual agreement in writing of both parties. The City reserves the right to cancel the agreement between the parties at any time with 30 days notice.

14. ESCALATION

Prices will be firm for the first year; however, the City acknowledges the fluctuating nature of prices for items specified. Accordingly an escalator/de-escalator clause will be accepted only under the following conditions:

1. If a price increase is to be requested, contractor is required to notify Purchasing in writing of all items affected by price increases/decreases.
2. All price increase(s) and decrease(s) may or may not be approved by the City's Purchasing Manager prior to becoming effective.

Bid # 10020 Nuisance Abatements

3. If the City and Contractor cannot come to any agreement regarding any price increase request, this agreement shall expire at the end of the current annual term.

15. PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

The submission of any bid in response to this Invitation to Bid also constitutes a bid made under the same terms and conditions, for the same contract price, and for the same effective period as this bid, to other governmental agencies.

Each governmental agency desiring to accept these bids, and makes an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this bid. This agreement in no way restricts or interferes with the right of any political subdivision to rebid any or all items.

16. INSURANCE

The Contractor shall furnish proof of insurance as outlined in Exhibit A. Insurance certificates must be sent to:

The City of Deltona
Attn: Kate Krauss, Purchasing Manager
2345 Providence Boulevard
Deltona, FL 32725

Bid # 10020 Nuisance Abatements

EXHIBIT A

INSURANCE REQUIREMENTS

Workers Compensation: Coverage to apply for all employees for Statutory Limits in compliance with the applicable state and federal laws. The policy must include Employer's Liability with a limit of \$100,000 each accident.

Commercial General Liability: Shall have minimum limits of \$300,000 per Occurrence. Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises and/or Operations, Independent Contractors and Products and/or Completed Operations, Broad Form Property Damage and XCU Coverage, and a Contractual Liability Endorsement.

Business Auto Policy: Shall have minimum limits of \$300,000 per Occurrence. Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Owned Vehicles, Hired and Non-Owned Vehicles, and Employees Non-Ownership.

Hold Harmless Clause: An appropriate Hold Harmless Clause shall be included within all contracts stating that the Contractor agrees through signing of this document by an authorized party or agent to hold harmless and defend the City of Deltona and its agents and employees from all suits and actions, including attorneys' fees and all costs of litigation and judgments of every name and description arising out of or incidental to the performance of this contract or work performed thereunder, whether or not due to or caused by negligence of the entity excluding only the sole negligence of the entity.

This provision shall also pertain to any claims brought against the entity by any employee of the named Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them.

The contractor's obligation under this provision shall not be limited in any way to the agreed upon contract price as shown in this contract or the Contractor's limit of or lack of sufficient insurance protection.

Certificate of Insurance: The entity is to be specifically included as an additional insured. This does not pertain to Workers' Compensation.

In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued thirty days prior to said expiration date.

The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy.

Unless otherwise specified it shall be the responsibility of the contractor to insure that all subcontractors comply with the same insurance requirements spelled out above.

All certificates of insurance must be on file with and approved by the City of Deltona before the commencement of any work activities.

Bid # 10020 Nuisance Abatements

HOLD HARMLESS AGREEMENT

As a part of the contract with the City of Deltona and for the same consideration as provided for in the contract, the contractor agrees to indemnify, hold harmless and defend the City of Deltona, its officials and employees from all claims, losses, damages, costs, charges, expenses, suits or actions brought against the City of Deltona as a result of any action or failure to act on the part of the contractor, its employees, sub-contractors or agents. This includes attorney's fees and all costs of litigation including appellate attorney's fees and costs as well as any judgements.

Name of Contractor:

Caldwell's Lawn Service Inc.

Signature of Contractor:

[Signature]

Date:

6-9-10

The comprehensive general liability policy purchased by the above-named contractor includes contractual liability and covers the City of Deltona hold harmless agreement. In addition, the insurance company underwriter has approved the hold harmless agreement.

Name of Insurance Agency:

Signature of Insurance Agent:

Date:

Bid # 10020 Nuisance Abatements

NOTE: THE SELECTED COMPANY WILL ALSO NEED TO BE AVAILABLE FOR ALL EMERGENCY CLEAN UP SITUATIONS SUCH AS AFTER A HURRICANE.

IS YOUR COMPANY WILLING TO DEDICATE THE PERSONNEL AND EQUIPMENT NEEDED TO DO THIS: / YES NO

Bid # 10020 Nuisance Abatements

Page 13 of 21

CITY OF DELTONA
Nuisance Abatements (Lot Mowing and Property Maintenance)
For Code Enforcement Division – Term Contract
Bid No. 10020

In accordance with the foregoing terms, conditions and specifications, the undersigned bidder hereby submits the following firm, fixed prices for supplying the City of Deltona with mowing services, abatement work, emergency response and services needed to clear lots of trash and debris, on an as needed basis, as a yearly contract as follows:

NOTE: PRICES ARE INCLUSIVE OF LABOR, MATERIALS, EQUIPMENT AND DISPOSAL FEES.

SCHEDULE OF PRICING

CATEGORY I: MOWING VACANT AND OCCUPIED LOTS: Mowing vacant or occupied parcels of land including trimming weeds and grass along or by fences, hedges, fire hydrants, poles, trees, portions of street and along the house. The driveway and walkways should be cleared after mowing with a blower.

ITEM #	DESCRIPTION	UNIT PRICE
1	Lot mow & light clean-up of property (FLAT RATE)	\$ 28.00
2	Lots over 5,000 sq. ft. & light clean-up of property Up to 8,200 sq. ft. (FLAT RATE)	\$ 42.00
3	Lots over 8,200 sq. ft. & light clean-up of property Up to 14,000 sq. ft. (FLAT RATE)	\$ 73.00
4	Your proposed rate for mowing each additional 1,000 sq. ft. over 14,000 sq. ft. This is not a flat rate as charge. Will depend on actual lot size	\$ 5.00 For each additional 1,000 sq. ft. over 14,000

CATEGORY II: MISCELLANEOUS SERVICE: When necessary and when directed, accumulating, boxing, bagging or bundling trash and placing same at curbside or transporting to an authorized disposal facility, trimming dense overgrowth/undergrowth in areas where mowers or other standard equipment can not be used (does not include trimming around objects noted in Category I above); raising canopies on trees; removing or leveling of dirt or spoils; removing dead, diseased or fallen trees; trimming trees; hedges, shrubs. Price includes placing trash at curbside in a condition that complies with City and Solid Waste Authority size, weight,

Bid # 10020 Nuisance Abatements

separation and handling requirements or transporting materials to an authorized dumpsite but not disposal charges, which are paid separately, based on the actual charges incurred per an invoice from the disposal facility.

ITEM #	DESCRIPTION	UNIT PRICE
5	Chain Saw with Operator	\$ Per hour 32.00
6	Tractor equipment with operator	\$ Per hour 65.00
7	Hauling trailer and operator	\$ Per hour 52.00
8	Dump truck with operator	\$ Per hour 60.00
9	Labor only, i.e. refuse removal, etc.	\$ Per hour 28.00

ITEM #	DESCRIPTION	UNIT PRICE
10	Appliance Removal	\$ Each 25.00
11	Tire Disposal	\$ Each 3.00
12	Cost for operator and bobcat with a claw	\$ Per hour 62.00
13	Cost for operator and bobcat with a Brush Cutter 6'	\$ Per hour 62.00
14	Misc. Trash/Debris Removal	\$ Per hour 25.00
15	Misc. Abatelements of pool or structure	\$ Unit-price quote request before job
16	Board up windows to include labor and supplies	\$ 25.00 per window
17	Board up door to include labor and supplies	\$ 28.00 per door

Bid # 10020 Nuisance Abatelements


HOLD HARMLESS AND INDEMNITY AGREEMENT

Calhoun's Lawn Service agrees through the signing of this document by an authorized party or agent that it shall defend, indemnify and hold harmless the City of Deltona, and its agents, employees, and public officials from and against all suits, losses, claims, demands, judgments of every name and description arising out of or incidental to the performance of this contract or work performed thereunder, whether or not due to or caused by the negligence of the City of Deltona, its agents, employees, and public officials excluding only the sole negligence of the City of Deltona, its agents, employees, and Public Officials.

This provision shall also pertain to any claims brought against the City of Deltona, its agents, employees, and public officials by an employee of the named Contractor, any Sub-contractor, or anyone directly or indirectly employed by any of them.

The Contractor's obligation to indemnify the City of Deltona, its agents, employees and public officials under this provision shall be limited to \$1,000,000 per occurrence which the parties agree bears a reasonable commercial relationship to the contract.

The Contractor agrees to accept, and acknowledges as adequate remunerations, the consideration of \$10, which is part of the agreed bid price, the promises contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, for agreement to enter into this Hold Harmless and Indemnity Agreement


CONTRACTOR

6-9-10
DATE

Bid # 10020 Nuisance Abatements

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of this bid, the Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement:

1. The prices in this bid have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor; and,
3. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.
4. Bidder agrees that supplies/services furnished regarding this offer, if awarded, shall be covered by the most favorable commercial warranties the Bidder gives to any customer for such supplies services and that rights and remedies provided herein are in addition to and do not limit any rights offered to the City by any other provision of the bid award.

PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

All Bidders submitting a response to this Invitation to Bid agree that such response also constitutes a bid to all governmental agencies, under the same conditions, for the same contract price, and for the same effective period as this bid, should the Bidder feel it is in their best interest to do so.

Each governmental agency desiring to accept these bids, and makes an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this bid.

This agreement in no way restricts or interferes with the right of any governmental agency to rebid any or all items.

REFERENCES

Bidder must submit with the bid, three (3) references (form attached) for projects of similar scope to include: Point of contact and telephone number. Failure to provide this information with the bid may result in bid being declared non-responsive.

This Form Must Be Completed and Returned with your Submittal.

BIDDER INFORMATION

Bidder (Company) Name: <u>Calvin Blanton Sr.</u>		F. E. I. N. or SS Number: <u>58-2648990</u>	
Mailing Address: <u>2193 Fireside Rd</u>		Street Address: <u>2193 Fireside Rd</u>	
City, State, Zip: <u>Deltona, FL 32738</u>		City, State, Zip: <u>Deltona, FL 32738</u>	
Type of Entity: (Circle one) <input checked="" type="radio"/> Corporation Partnership Proprietorship Joint Venture		I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Bidder. X <u>[Signature]</u> Authorized Signature (Manual)	
Incorporated in the State of: <u>FL</u> Year: <u>2001</u>			
Telephone Number: <u>(386) 789-3937</u>		Typed or Printed Name: <u>George E. Caldwell</u>	
Toll Free Telephone Number: (800)		Title: <u>President</u>	
Fax Number: <u>(386) 789-3937</u>			
F.O.B.: DESTINATION			

Bids may not be withdrawn for a period of 90 days after bid opening. All items bid must be in compliance with the stated specifications. Any Bidder taking exception shall indicate those exceptions on company letterhead and attach to their bid. Any questions regarding this bid should be addressed to Kate Krauss, City of Deltona Purchasing by facsimile transmission to (386) 878-8571 or email at kkrauss@deltonafl.gov
This Form Must Be Completed and Returned with your Submittal.

Bid # 10020 Nuisance Abatements

References

CUSTOMER NAME	CONTACT PERSON	TELEPHONE AND FAX NUMBER	SCOPE OF SERVICES PROVIDED/JOB NAME
Marquita Nolen	Sam	(386) 846-2382	Full Service
City of	Debra Rando	()	Lawn Care
Longwood	Debbie	(407) 260-3449	Maintain
Church		(407) 263-2347	Light Stations
Lucy Vekr	Lucy Vekr	(407) 739-2328	Clean up & Tree Removal
		()	

Does Bidder have any similar work in progress at time of Bid Opening?

Yes

☒ No ☐

If "Yes", explain?

Land Management

References who are located in foreign countries are not acceptable.

This Form Must Be Completed and Returned with your Submittal.

Bid # 10020 Nuisance Abatements

DRUG-FREE WORK PLACE FORM

The undersigned Bidder in accordance with Florida Statute 287.087, hereby certifies that

C. J. Wells/3Lawn Services does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

X [Signature]
Bidder's Signature
6-9-10
Date

This Form Must Be Completed and Returned with your Submittal, if applicable

Bid # 10020 Nuisance Abatements

List of Equipment (partial)

John Deer 54" Commercial Tractor Z655 (1) 2001

John Deer 36" Commercial Tractor C30 (1) 2001

Stihl Edger FC 75 (1) 2003

Stihl Edger FC 95 (1) 2009

Stihl Blower BG55 (1) 2004

Echo Blower PB 413 H (1) 2009

Echo Blower PB 500 H (1) 2009

Craftsman 16" Chain Saw (1) 2007

Stihl 20" Chain Saw 440 (2) 2008

Echo Pole Saw PP210 (2) 2009

Stihl Trimmer 230 (2) 2009

Echo Trimmer/Brushcutter 230 (2) 2009

Ford F250 (1) 2005

Ford F150 (1) 1998

All Pro Hauling Trailer (2) 2006

Pace of America Enclosed Trailer (1) 2001

All Equipment in Excellent Condition.

List of Workers

George Caldwell

Pedro Cruz

Greg Johnson

Ben Ford

William Cuttlist

COPY

<p>Submit Bid to:</p> <p>CITY OF DELTONA</p> <p>2345 Providence Blvd. Deltona, Florida 32725 Attn: Purchasing</p> <p>CLEARLY MARK SEALED ENVELOPE WITH BID NAME AND NUMBER</p>	<p>INVITATION TO BID# 10020</p> <p>NUISANCE ABATEMENTS (LOT MOWING AND PROPERTY MAINTENANCE) FOR CODE ENFORCEMENT DIVISION</p>
<p><u>Contact:</u></p> <p>KATE KRAUSS, CPPO, CPPB, SPSM PURCHASING MANAGER kkrauss@deltontafll.gov</p> <p>Phone: (386) 878-8570 / Fax: (386) 878-8571</p>	<p>BIDDER</p> <p>NAME: <u>Cartwright Allseason Inc.</u> <u>Fred Cartwright President</u></p>
<p><u>Bid Due Date & Time:</u></p> <p>THURSDAY, JUNE 10, 2010 AT 2:00 P.M.</p>	<p>MAILING</p> <p>ADDRESS: <u>P.O. Box 2827</u> <u>Ormond Beach, FL, 32175</u></p>
<p><u>Location of Public Opening:</u></p> <p>City of Deltona, 1st Floor Conference Room 2345 Providence Blvd., Deltona, FL 32725</p>	<p>Phone#: <u>386-589-3132</u></p>
	<p>PAGE 1 of 21</p>

**GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR
BIDDERS**

These documents constitute the complete set of terms and conditions, specification requirements, and bid forms. All bid sheets and attachments must be executed and submitted in a sealed envelope. The face of the envelope shall contain Bidder's name, return address, the date and time of bid opening, the bid number and title. Bids not submitted on the enclosed Bid Form shall be rejected. Bidders shall submit three (3) complete sets (one [1] original and two [2] copies) of their bid, complete with all supporting documentation. SUBMITTAL OF A BID IN RESPONSE TO THIS INVITATION TO BID CONSTITUTES AN OFFER BY THE BIDDER. Bids which do not comply with these requirements may be rejected at the option of the City.

CONTACT: All prospective bidders are hereby instructed not to contact any member of the City of Deltona Commission, City Manager, or City of Deltona Staff members other than the noted contact person OR another member of the City's Purchasing Division regarding this Invitation to Bid or their bid proposal at any time during the bid process. Any such contact shall be cause for rejection of your bid proposal. The Bid process is not over until an award is made.

DELAYS: The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify bidders of all changes in scheduled due dates by written addendum.

EXECUTION OF BID: Bid must contain a manual signature in ink, of an authorized representative, who has the legal ability to bind the Bidder in contractual obligations in the space provided on the Bid Response Form. Failure to properly

Bid # 10020 Nuisance Abatements

sign the Bid shall invalidate same, and it shall not be considered for award. Bid must be typed or legibly printed in ink. Use of erasable ink is not permitted. All corrections made by Bidder to any part of the bid document must be initialed in ink. The original bid conditions and specifications cannot be changed or altered in any way. Altered bids will not be considered. Clarification of bids submitted shall be in letter form, signed by bidders and attached to the bid.

BIDDER INFORMATION: Bidder shall complete the "Corporate Authority", "Joint Venture", "Sole Proprietorship", or "Partnership" portion of the Bidder Information Sheet, whichever part applies, and include with their bid submittal.

JOINT VENTURES: Bids submitted by firms under "joint venture" arrangements or other multi-party agreements must submit a power of attorney delegating authority to one principal with authority to negotiate and execute any/all contract documents resulting from negotiations/award of this Invitation to Bid.

NO BID: If not submitting a bid, respond by returning only the Statement of No Bid, and give the reason in the space provided. Failure to respond three (3) times in succession without justification may be cause for removal of the Bidders name from the mailing list.

BID OPENING: Shall be public, at the above address, on the date and at the time specified above. The bid time shall be scrupulously observed. Under no circumstances shall bids delivered after the time specified be considered; such bids will be returned unopened. The City will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Finance Department serve as the official authority to determine lateness of any bid. It is the Bidders sole responsibility to assure that his/her bid is complete and delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered will not be considered. Offers by facsimile, telegram or telephone are not acceptable. A bid may **NOT** be altered by the Bidder after opening of the bids. Bid tabulations will be furnished upon written request which includes a self-addressed, stamped envelope.

Persons with disabilities needing assistance to participate in the Public Bid Opening should contact the City Clerk at least 48 hours in advance of the meeting at 386-561-2100.

TAXES: The City is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City's exemption numbers are on the face of the purchase order. If requested, the Purchasing Manager will provide an exemption certificate to the awarded Bidder. Vendors/contractors doing business with the City shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City nor shall any

Vendor/Contractor be authorized to use the City's Tax Exemption Number in securing such materials.

CERTIFICATES

The City reserves the right to require proof that the bidder is an established business and is abiding by the Ordinances, Regulations, and Laws of their Community and the State of Florida such as but not limited to: Occupational Licenses, Business Licenses, Florida Sales Tax Registration, Federal Employee Identification Number.

DISCOUNTS: Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.

MISTAKES: Bidders are expected to examine the terms and conditions, specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. **FAILURE TO DO SO WILL BE AT BIDDER'S RISK.** In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly. Written amounts shall take precedence over numerical amounts. In the event of addition errors(s), the unit price, and extension thereof, will prevail and the Bidder's total offer will be corrected accordingly. Bids having erasures or corrections must be initialed in ink by the Bidder.

AWARD TERM: This bid shall remain open for a period of three years with the option to renew for two additional one year periods upon mutual agreement of both parties.

PRICE REDETERMINATION The Contractor may petition the Purchasing Manager for price redetermination within forty-five (45) days of the expiration of each term of the contract. Any price redetermination will include all items awarded. If the City and the Contractor cannot agree on any price redetermination, then the contract will expire. (*See other conditions under Special Terms and Conditions*)

UNUSUAL CIRCUMSTANCES: If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party to the contract occur, and those circumstances significantly affect the Seller's cost in providing the required items or services, then the Seller may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Seller, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

Bid # 10020 Nuisance Abatements

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Seller with no penalty to the City or Seller. The Seller shall fill all City requirements submitted to the Seller until the termination date contained in the notice.
2. The City requires the Seller to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
3. If the City, in its interest and in its sole opinion, determines that the Seller in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Seller in default and disqualifying him for receiving any business from the City for a state period of time.
4. If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Seller receives notice in writing signed by a person authorized to bind the City in such matters.

INVOICING AND PAYMENT: Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this bid specification shall minimally meet the following conditions to be considered as a valid payment request:

- a. A timely submission of a properly certified invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or purchase order document, and be submitted to the Finance Department at the address as stipulated on the Purchase Order.
- b. All invoices submitted shall consist of an original and one (1) copy; clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain date of delivery; original or legible copy of signed delivery receipt including both manual signature and printed name of a designated City employee or authorized Agent; be clearly marked as "partial", "complete" or "final" invoice. The City will accept partial deliveries.
- c. The invoice shall contain the Bidder's Federal Employer Identification Number (F.E.I.N.).
- d. The City's terms are "Net 30 Days" after acceptance of goods or services and receipt of an acceptable invoice as described herein. Any discounts must be offered on the Bid Response Form.

GENERAL: The City of Deltona, having ^{Phase 1} ~~Phase 2~~ storage facilities, requires the service of private firms to provide materials supplies and/or services on an as needed basis, as indicated herein, to support the City's needs.

ADDITIONAL TERMS AND CONDITIONS: Unless expressly accepted by the City, the following conditions shall apply: No additional terms and conditions included with the bid response shall be considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this bid if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Bid Documents are the only conditions applicable to this bid and the Bidder's authorized signature on the Bid Response Form attests to this. Exceptions to the terms and conditions will not be accepted.

INTERPRETATIONS: All Bidders shall carefully examine the Bid Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of Bids; failure to do so, on the part of the Bidder, will constitute an acceptance by the Bidder of any subsequent decision. Any questions concerning the intent, meaning and interpretations of the Bid Documents shall be requested in writing (facsimile transmission acceptable (386) 789-7230, and received by the City at least seven (7) calendar days prior to the Bid Opening. Inquiries shall be addressed to the attention of the Contact person as indicated on Page 1. No person is authorized to give oral interpretations of, or make oral changes to, the bid. Therefore, oral statements given before the bid opening will not be binding. Any interpretation of, or changes to, the bid will be made in the form of a written Addendum to the bid and will be furnished to all Bidders through DemandStar. Receipt of all addenda shall be acknowledged by the Bidders by signing and enclosing said addenda or addendum acknowledgement with their bid.

ADDENDUM: The City will record its responses to inquiries, any supplemental instructions, and/or necessary revisions to Bid Documents, in the form of a written addendum. Should revisions to the Bid Documents become necessary, the City will post a written addendum to the DemandStar website which will go out to all Bidders who received a bid package through DemandStar. All addendum are posted to the DemandStar website and current planholders are notified that an addendum has been issued. Bidders who obtain Bid Documents from other sources must officially register with the City's Purchasing Manager in order to be placed on the DemandStar website as a bid holder in order to receive any forthcoming addenda or other official communications. Failure to register as a prospective Bidder may cause your bid to be rejected as non-responsive if you have failed to submit a bid without an addendum acknowledgment for the most current addendum. It is the vendor's responsibility to check

the DemandStar website at www.demandstar.com in order to be sure latest addendum and any prior addendum have been received.

PROTESTS: Any Bidder who disputes the bid selection or contract award recommendation shall file such protest according to the bid protest procedures. These procedures are available upon request from the City.

CONFLICT OF INTEREST: All Bidders must disclose with their bid the name of any officer, director, or Agent who is also an employee of the City. All Bidders must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches.

LEGAL REQUIREMENTS: Bidders are required to comply with all provisions of Federal, State, City and local laws and ordinances, rules and regulations that are applicable to the items being bid. Lack of knowledge by the Bidder shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effect thereof.

DRUG-FREE WORKPLACE: Preference shall be given to business with Drug-Free Work Place (DFW) programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

POSTING OF BID AWARD: Recommendation for award will be posted for review by interested parties on DemandStar. Failure to file a protest to Purchasing within the time prescribed in the CITY's Purchasing Manual, shall constitute a waiver of proceedings.

AWARD: As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, "All or None", or a combination thereof; with one or more suppliers; to reject any or all bids, or waive any minor irregularity or technicality in bids received, award or eliminate an portion of the bid, and may, at it's sole discretion, request a re-bid, or abandon the project in it's entirety. Bidders are cautioned to make no assumption until the City has entered into a contract or issued a purchase order.

EEO STATEMENT: The City is committed to assuring equal opportunity in the award of contracts, and, therefore complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age or sex.

CONTRACTUAL AGREEMENT: The contents of this Bid and all provisions of the successful bid proposal deemed pertinent by the City may be incorporated into a contract and

Bid # 10020 Nuisance Abatements

become legally binding. A separate contract ~~Document 21~~ other than the purchase order, may or may not be issued. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of Florida. The venue shall be County of Volusia, Florida.

GOVERNMENTAL RESTRICTIONS: In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the Bidder to notify Purchasing at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The City reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

PERMITS/LICENSES/FEES: Any permits, licenses, or fees required will be the responsibility of the Contractor, no separate or additional payment will be made.

Adherence to all applicable code regulations (Federal, State, City, City) are the responsibility of the Contractor.

INDEMNIFICATION: The Bidder, without exemption, shall indemnify and save harmless, the City, its employees and/or any of its Commissioners from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Bidder. Further, if such a claim is made, or is pending, the Bidder may, at its option and expense, procure for the City the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the City agrees to return the article on request to the Bidder and receive reimbursement. If the Bidder used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

ADVERTISING: In submitting a bid, Bidder agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval, by the appropriate level of authority within the City.

ASSIGNMENT: Any purchase order or contract issued pursuant to this Invitation to Bid and the monies which may become due hereunder are not assignable except with the prior written approval of the City, through the Finance Department.

COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH: Bidder certifies that all material, equipment, etc., contained in his/her bid meets all applicable O.S.H.A. requirements. Bidder further certifies that, if he/she is the successful Bidder, and the material, equipment, etc., delivered

is subsequently found to be defective in any applicable O.S.H.A. requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be borne by the Bidder.

RESPONSIBILITY: A Bidder must have at the time of bid opening, a company in operation, (if applicable) or be a fully authorized Agent or representative of the product bid, and capable of producing or providing the items bid, and follow-up parts and service, including any warranty services as applicable, and so provide such certification upon request.

FACILITIES: The City reserves the right to inspect the Bidder's facilities at any reasonable time, during normal working hours, to determine that Bidder has a bona fide place of business, and is a responsible Bidder.

DISQUALIFICATION OF BIDDER: More than one bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is involved in more than one bid submittal will be cause for rejection of all bids in which such Bidders are believed to be involved. Any or all bids will be rejected if there is reason to believe that collusion exists between Bidders. Bids in which the prices obviously are unbalanced will be subject to rejection.

ADJUSTMENTS / CHANGES / DEVIATIONS: No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a bid expressly so provide. Any other adjustments, changes or deviations shall require prior written approval, and shall be binding **ONLY** if issued by the City's Finance Department. The Bidder shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly executed as required herein.

PUBLIC RECORDS: Upon award recommendation or ten (10) days after opening, whichever is earlier, bids become "public records" and shall be subject to public disclosure consistent with Chapter 119.07(3)(o), Florida Statutes. Bidders must invoke the exemptions to disclosure provided by law in the response to the Bid, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

Bids may be reviewed at City Hall, 2345 Providence Blvd., Deltona, FL 32725.

BID PREPARATION COSTS: Neither the CITY nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Invitation to Bid. Bidders should prepare their bids simply and economically, providing all information and prices as required.

Bid # 10020 Nuisance Abatements

Attachment number 7
Page 5 of 7
ACCEPTANCE / REJECTION: The City of Deltona reserves the right to accept or reject any or all bids and to make the award to that Bidder, who in the opinion of the City will be in the best interest of and/or the most advantageous to the City. The City of Deltona also reserves the right to reject the bid of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in the City's opinion, is not in a position to perform properly under this award. The City of Deltona reserves the right to inspect all facilities of bidders in order to make a determination as to the foregoing. The City of Deltona reserves the right to waive any irregularities, informalities, and technicalities in offers received, and may, at its discretion, request a re-bid, or abandon the project/procurement in its entirety.

ANY AND ALL SPECIAL TERMS AND CONDITIONS, TECHNICAL REQUIREMENTS, SCOPE OF WORK OR SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

SCOPE OF WORK

Bid No. 10020 for Nuisance Abatements

Scope of Services

Scope: To provide mowing services and/or other abatement work needed to clear properties of trash and debris, on an as needed basis, as a yearly contract. These services shall be performed at specific vacant, abandoned or occupied properties, as designated by the City Code Ordinance. Code ordinance states that if the property owner does not remove the condition(s), the City shall have the condition(s) corrected at the owner's expense.

Specific Requirements:

1. A Blanket Purchase Order will be provided for the year. The purchase order number must appear on all invoices and delivery tickets. For prompt payment, all invoices must be sent directly to City of Deltona, Accounts Payable, 2345 Providence Blvd., Deltona, Florida 32725.
2. The successful bidder(s) shall secure licenses imposed by law and ordinance, and pay all charges and fees which shall include a current County of Volusia Business License. Before issuance of a contract to the successful bidder, copy of the actual license shall be provided to the Purchasing Division.
3. The successful bidder(s) shall provide a Certificate of Insurance before issuance of a contract. See Exhibit "A" for Insurance Requirements.
4. The successful bidder(s) shall observe all ordinances regarding the obstruction of streets and driveways, maintaining signals and open passageways, and protecting the same where exposed.
 - a. Proper safety precautions shall be used at all times and shall remain the successful bidder's responsibility.
 - b. The successful bidder shall be responsible for providing, maintaining and transporting all necessary and customary equipment, tools and fuel needed to fulfill the contract. In no event shall the City be responsible for any damages to any of the successful bidder's equipment or clothing either lost, damaged, destroyed or stolen.
 - c. Work must be done to the satisfaction of the department. If not completed to the department's satisfaction, the successful bidder shall return and complete at no additional charge.

Bid # 10020 Nuisance Abatements

5. The City reserves the right to periodic reviews with the successful bidder. The City shall NOT be responsible for payment to contractor for any briefings or meetings held between the City and the successful bidder, as these meetings are to the mutual benefit of both parties.
6. Due to requirements placed on the City by State Statutes, **all works shall be completed within (7) business days from original notification.** A work authorization form from the Code Enforcement Inspector or Designee shall constitute notification.
7. Failure to comply with the request for service within the required amount of time or communicate inability to comply may constitute a breach of contract.
 - a. Inclement weather shall mean severe weather (rain or drought), may be a reason to delay work; however, communication of delay must be given to the Code Enforcement Inspector or Designee.

ADDITIONAL REQUIREMENTS:

1. The City reserves the right to award on an "All-or-None" basis, or to award on an "Item-by-Item" or "Group-by-Group" basis or to award to more than one company, whichever is in the best interest of and/or most advantageous to the City. Whenever two or more bids which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that completed the **Drug Free Workplace** form (enclosed), shall be given preference in the award process.

2. POST AWARD MEETING

Within 5 working days after receipt of notification of award of bid, awarded Bidder shall meet with the City's representative(s) to discuss job procedures and scheduling.

3. QUALIFICATION OF BIDDERS

This bid shall be awarded only to a responsible, responsive Bidder, qualified by experience to provide the work specified. The Bidder shall submit the following information with his proposal:

- List and brief description of similar work satisfactorily completed with dates of contracts, name and addresses of owners, and contact people.
- List of equipment available to do the work required. Include make, model, quantity, year of manufacture and condition of the equipment.
- List of personnel, by name and title, contemplated to perform the work.

Bid # 10020 Nuisance Abatements

Failure to submit the above requested information may be cause for rejection of your bid. Information previously submitted to the City in response to another Invitation to Bid shall not satisfy this requirement.

4. PERFORMANCE PROBATION PERIOD

The successful awardee(s) will immediately enter into a three-(3) month probationary period upon start up of work assignment. During this time, City staff will closely scrutinize the awardee(s) performance. If the awardee performance fails to consistently meet the standards specified within the bid, his/her contract will be promptly canceled. If his/her performance is acceptable, then he/she will be so notified and the contract will extend through the stated expiration date.

5. EQUIPMENT

All equipment placed in service shall be properly maintain

6. APPAREL

Contractor's personnel shall wear appropriate apparel while on City property or while working on any city project.

7. SCHEDULING

The City shall approve all work hours and schedules. In general, all work shall be performed during daylight hours. No work shall be done when weather conditions limit good visibility.

8. PROJECT MANAGEMENT

A Code Enforcement Inspector or Designee shall be designated by the City. During the course of the project, the Code Enforcement Inspector or Designee will be the City's representative, and be responsible for assuring the proper completion of the project by the Contractor.

9. PAYMENT

- Payment shall be based on pre-determined units of measure and shall be paid according to those units.
- The "awardee(s)", upon completion of work orders, shall request an inspection by the Enforcement Services Director or designee.
- The Enforcement Services Director, Inspector or designee shall approve completed work orders performed to specifications and authorize payment when invoiced.
- Payment for services will be accomplished by submission of an invoice, in duplicate, to: City of Deltona, Accounts Payable, 2345 Providence Blvd., Deltona, FL. Invoice must reflect purchase order number.

10. CANCELLATION

The City reserves the right to cancel this contract without cause or penalty. The awarded Bidder, for good cause, upon ninety (90) days prior written notice may cancel this contract

Bid # 10020 Nuisance Abatements

11. PROTECTION OF PROPERTY

The Contractor shall at all times guard against damage or loss to the property of the City or of other contractors or property owners and shall be held responsible for replacing or repairing any such loss or damage. The City may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the Contractor or his agents.

12. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of this bid, the Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement:

1. The prices in this bid have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor; and,
3. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.
4. Bidder agrees that supplies/services furnished regarding this offer, if awarded, shall be covered by the most favorable commercial warranties the Bidder gives to any customer for such supplies services and that rights and remedies provided herein are in addition to and do not limit any rights offered to the City by any other provision of the bid award.

13. EFFECTIVE PERIOD

Contracts resulting from this Invitation for Bid will run for an initial period of three years with the option to renew for two additional one year periods upon mutual agreement in writing of both parties. The City reserves the right to cancel the agreement between the parties at any time with 30 days notice.

14. ESCALATION

Prices will be firm for the first year; however, the City acknowledges the fluctuating nature of prices for items specified. Accordingly an escalator/de-escalator clause will be accepted only under the following conditions:

1. If a price increase is to be requested, contractor is required to notify Purchasing in writing of all items affected by price increases/decreases.
2. All price increase(s) and decrease(s) may or may not be approved by the City's Purchasing Manager prior to becoming effective.

Bid # 10020 Nuisance Abatements

3. If the City and Contractor cannot come to any agreement regarding any price increase request, this agreement shall expire at the end of the current annual term.

15. PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

The submission of any bid in response to this Invitation to Bid also constitutes a bid made under the same terms and conditions, for the same contract price, and for the same effective period as this bid, to other governmental agencies.

Each governmental agency desiring to accept these bids, and makes an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this bid. This agreement in no way restricts or interferes with the right of any political subdivision to rebid any or all items.

16. INSURANCE

The Contractor shall furnish proof of insurance as outlined in Exhibit A. Insurance certificates must be sent to:

The City of Deltona
Attn: Kate Krauss, Purchasing Manager
2345 Providence Boulevard
Deltona, FL 32725

Bid # 10020 Nuisance Abatements

EXHIBIT A

INSURANCE REQUIREMENTS

Workers Compensation: Coverage to apply for all employees for Statutory Limits in compliance with the applicable state and federal laws. The policy must include Employer's Liability with a limit of \$100,000 each accident.

Commercial General Liability: Shall have minimum limits of \$300,000 per Occurrence Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises and/or Operations, Independent Contractors and Products and/or Completed Operations, Broad Form Property Damage and XCU Coverage, and a Contractual Liability Endorsement.

Business Auto Policy: Shall have minimum limits of \$300,000 per Occurrence. Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Owned Vehicles, Hired and Non-Owned Vehicles, and Employees Non-Ownership.

Hold Harmless Clause: An appropriate Hold Harmless Clause shall be included within all contracts stating that the Contractor agrees through signing of this document by an authorized party or agent to hold harmless and defend the City of Deltona and its agents and employees from all suits and actions, including attorneys' fees and all costs of litigation and judgments of every name and description arising out of or incidental to the performance of this contract or work performed thereunder, whether or not due to or caused by negligence of the entity excluding only the sole negligence of the entity.

This provision shall also pertain to any claims brought against the entity by any employee of the named Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them

The contractor's obligation under this provision shall not be limited in any way to the agreed upon contract price as shown in this contract or the Contractor's limit of or lack of sufficient insurance protection.

Certificate of Insurance: The entity is to be specifically included as an additional insured. This does not pertain to Workers' Compensation.

In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued thirty days prior to said expiration date.

The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy.

Unless otherwise specified it shall be the responsibility of the contractor to insure that all subcontractors comply with the same insurance requirements spelled out above.

All certificates of insurance must be on file with and approved by the City of Deltona before the commencement of any work activities.

Bid # 10020 Nuisance Abatements

HOLD HARMLESS AGREEMENT

As a part of the contract with the City of Deltona and for the same consideration as provided for in the contract, the contractor agrees to indemnify, hold harmless and defend the City of Deltona, its officials and employees from all claims, losses, damages, costs, charges, expenses, suits or actions brought against the City of Deltona as a result of any action or failure to act on the part of the contractor, its employees, sub-contractors or agents. This includes attorney's fees and all costs of litigation including appellate attorney's fees and costs as well as any judgements.

Name of Contractor: Fred Cartwright

Signature of Contractor: Frederick Cartwright

Date: 6-8-10

The comprehensive general liability policy purchased by the above-named contractor includes contractual liability and covers the City of Deltona hold harmless agreement. In addition, the insurance company underwriter has approved the hold harmless agreement.

Name of Insurance Agency: Howard Brown

Signature of Insurance Agent: _____

Date: 6-7-10

NOTE: THE SELECTED COMPANY WILL ALSO NEED TO BE AVAILABLE FOR ALL EMERGENCY CLEAN UP SITUATIONS SUCH AS AFTER A HURRICANE.

IS YOUR COMPANY WILLING TO DEDICATE THE PERSONNEL AND EQUIPMENT NEEDED TO DO THIS: ☒ YES ☐ NO

CITY OF DELTONA
Nuisance Abatements (Lot Mowing and Property Maintenance)
For Code Enforcement Division – Term Contract
Bid No. 10020

In accordance with the foregoing terms, conditions and specifications, the undersigned bidder hereby submits the following firm, fixed prices for supplying the City of Deltona with mowing services, abatement work, emergency response and services needed to clear lots of trash and debris, on an as needed basis, as a yearly contract as follows:

NOTE: PRICES ARE INCLUSIVE OF LABOR, MATERIALS, EQUIPMENT AND DISPOSAL FEES.

SCHEDULE OF PRICING

CATEGORY I: MOWING VACANT AND OCCUPIED LOTS: Mowing vacant or occupied parcels of land including trimming weeds and grass along or by fences, hedges, fire hydrants, poles, trees, portions of street and along the house. The driveway and walkways should be cleared after mowing with a blower.

ITEM #	DESCRIPTION	UNIT PRICE
1	Lot mow & light clean-up of property (FLAT RATE)	\$ mow \$40.00 Trim \$35.00 Flat Rate \$95.00 Debris \$20.00
2	Lots over 5,000 sq. ft. & light clean-up of property Up to 8,200 sq. ft. (FLAT RATE)	\$ 95.00
3	Lots over 8,200 sq. ft. & light clean-up of property Up to 14,000 sq. ft. (FLAT RATE)	\$ 130.00
4	Your proposed rate for mowing each additional 1,000 sq. ft. over 14,000 sq. ft. This is not a flat rate as charge. Will depend on actual lot size	\$ 35.00 For each additional 1,000 sq. ft. over 14,000

CATEGORY II: MISCELLANEOUS SERVICE: When necessary and when directed, accumulating, boxing, bagging or bundling trash and placing same at curbside or transporting to an authorized disposal facility, trimming dense overgrowth/undergrowth in areas where mowers or other standard equipment can not be used (does not include trimming around objects noted in Category I above); raising canopies on trees; removing or leveling of dirt or spoils; removing dead, diseased or fallen trees; trimming trees; hedges, shrubs. Price includes placing trash at curbside in a condition that complies with City and Solid Waste Authority size, weight,

Bid # 10020 Nuisance Abatements

separation and handling requirements or transporting materials to an authorized dumpsite but not disposal charges, which are paid separately, based on the actual charges incurred per an invoice from the disposal facility.

ITEM #	DESCRIPTION	UNIT PRICE
5	Chain Saw with Operator	\$ Per hour 35.00
6	Tractor equipment with operator	\$ Per hour 70.00
7	Hauling trailer and operator	\$ Per hour 70.00
8	Dump truck with operator	\$ Per hour 80.00
9	Labor only, i.e. refuse removal, etc.	\$ Per hour 30.00

ITEM #	DESCRIPTION	UNIT PRICE
10	Appliance Removal	\$ 30.00 Each \$ 30.00
11	Tire Disposal	\$ 6.00 Each \$ 6.00
12	Cost for operator and bobcat with a claw	\$ 70.00 Per hour \$ 65.00
13	Cost for operator and bobcat with a Brush Cutter 6'	\$ 75.00 Per hour \$ 75.00
14	Misc. Trash/Debris Removal	\$ 30.00 Per hour \$ 30.00
15	Misc. Abatements of pool or structure	\$ Unit-price quote request before job
16	Board up windows to include labor and supplies	\$ 50.00 per window
17	Board up door to include labor and supplies	\$ 60.00 per door

Bid # 10020 Nuisance Abatements

HOLD HARMLESS AND INDEMNITY AGREEMENT

Fred Cartwright, agrees through the signing of this document by an authorized party or agent that it shall defend, indemnify and hold harmless the City of Deltona, and its agents, employees, and public officials from and against all suits, losses, claims, demands, judgments of every name and description arising out of or incidental to the performance of this contract or work performed thereunder, whether or not due to or caused by the negligence of the City of Deltona, its agents, employees, and public officials excluding only the sole negligence of the City of Deltona, its agents, employees, and Public Officials.

This provision shall also pertain to any claims brought against the City of Deltona, its agents, employees, and public officials by an employee of the named Contractor, any Sub-contractor, or anyone directly or indirectly employed by any of them.

The Contractor's obligation to indemnify the City of Deltona its agents, employees and public officials under this provision shall be limited to \$1,000,000 per occurrence which the parties agree bears a reasonable commercial relationship to the contract.

The Contractor agrees to accept, and acknowledges as adequate remunerations, the consideration of \$10, which is part of the agreed bid price, the promises contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, for agreement to enter into this Hold Harmless and Indemnity Agreement.

Fredrick Cartwright
CONTRACTOR

6-8-10
DATE

Bid # 10020 Nuisance Abatements

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of this bid, the Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement:

1. The prices in this bid have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor; and,
3. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.
4. Bidder agrees that supplies/services furnished regarding this offer, if awarded, shall be covered by the most favorable commercial warranties the Bidder gives to any customer for such supplies services and that rights and remedies provided herein are in addition to and do not limit any rights offered to the City by any other provision of the bid award.

PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

All Bidders submitting a response to this Invitation to Bid agree that such response also constitutes a bid to all governmental agencies, under the same conditions, for the same contract price, and for the same effective period as this bid, should the Bidder feel it is in their best interest to do so.

Each governmental agency desiring to accept these bids, and makes an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this bid.

This agreement in no way restricts or interferes with the right of any governmental agency to rebid any or all items.

REFERENCES

Bidder must submit with the bid, three (3) references (form attached) for projects of similar scope to include: Point of contact and telephone number. Failure to provide this information with the bid may result in bid being declared non-responsive.

Bid # 10020 Nuisance Abatements

This Form Must Be Completed and Returned with your Submittal.

BIDDER INFORMATION

Bidder (Company) Name: <u>Cartwright allseason inc.</u>		F.E.I.N. or SS Number: <u>595-05-6186</u>	
Mailing Address: <u>P.O. Box 2827</u>		Street Address: <u>682 South Ridgewood Ave</u>	
City, State, Zip: <u>Ormond Beach FL 32175</u>		City, State, Zip: <u>Ormond Beach FL 32174</u>	
Type of Entity: (Circle one) <input checked="" type="radio"/> Corporation Partnership Proprietorship Joint Venture		I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Bidder. X <u>Frederick Cartwright</u> Authorized Signature (Manual)	
Incorporated in the State of: <u>Florida</u> Year: <u>2005</u>		Typed or Printed Name: <u>Frederick Cartwright</u>	
Telephone Number: <u>(386) 673-8205</u>		Title: <u>President</u>	
Toll Free Telephone Number: (800)			
Fax Number: <u>(386) 673-8205</u>			
F.O.B.: <u>DESTINATION</u>			

Bids may not be withdrawn for a period of 90 days after bid opening. All items bid must be in compliance with the stated specifications. Any Bidder taking exception shall indicate those exceptions on company letterhead and attach to their bid. Any questions regarding this bid should be addressed to Kate Krauss, City of Deltona Purchasing by facsimile transmission to (386) 878-3571 or email at kkrauss@deltonafl.gov
This Form Must Be Completed and Returned with your Submittal.

Bid # 10020 Nuisance Abatements

References

CUSTOMER NAME	CONTACT PERSON	TELEPHONE AND FAX NUMBER	SCOPE OF SERVICES PROVIDED/JOB NAME
City of Daytona Beach	Barbara Collins	(386) 671-8170 ()	Mowing of Abatement Lots, Houses
Dave's A-1	David Mathen Tommy Mathen	(386) 258-7007 ()	Clearing Mowing Bush Hogging
Flagler County Roofing/Bimmini Inc Club	Les Malphers	(386) 931-2857 (386) 437-0079	Clearing Mowing Bush Hogging Grading

Does Bidder have any similar work in progress at time of Bid Opening?

Yes



No



If "Yes", explain:

Nuisance Abatements for City of Daytona Beach

References who are located in foreign countries are not acceptable.

This Form Must Be Completed and Returned with your Submittal.

Bid # 10020 Nuisance Abatements

DRUG-FREE WORK PLACE FORM

The undersigned Bidder in accordance with Florida Statute 287.087, hereby certifies that

Castwright Allseason Inc. does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

X Frederick Castwright
Bidder's Signature

6-8-10
Date

This Form Must Be Completed and Returned with your Submittal, if applicable

Bid # 10020 Nuisance Abatements

Statement of No Bid

Bid No. 10020 For NUISANCE ABATEMENTS

If your company does not intend to bid on this Procurement, please complete and return this form prior to the date shown for receipt of bids to: CITY OF DELTONA, Purchasing Manager, 2345 Providence Blvd., Deltona, FL 32725.

We, the undersigned, have declined to bid on the above referenced Invitation to Bid for the following reason(s) :

- ☐ Specifications are too "restrictive." (please explain below)
- ☐ Unable to meet specifications
- ☐ Specifications were unclear. (please explain below)
- ☐ Insufficient time to respond
- ☐ We do not offer this type of product or equivalent
- ☐ Our production schedule would not permit us to perform
- ☐ Unable to meet bond requirements
- ☐ Other (please explain below)

REMARKS:

Cartwright Allseason Inc.
Company Name

386-589-3132

Telephone

X Frederick Cartwright
Signature

386-673-8205

Fax

President

Title

Frederick Cartwright

Typed or Printed Name

P.O. Box 2827
Address

Ormond Beach
City

FL
State

32175
Zip

Bid # 10020 Nuisance Abatements

<p>Submit Bid to:</p> <p>CITY OF DELTONA</p> <p>2345 Providence Blvd. Deltona, Florida 32725 Attn: Purchasing</p> <p>CLEARLY MARK SEALED ENVELOPE WITH BID NAME AND NUMBER</p>	<p>INVITATION TO BID# 10020</p> <p>NUISANCE ABATEMENTS (LOT MOWING AND PROPERTY MAINTENANCE) FOR CODE ENFORCEMENT DIVISION</p>
<p><u>Contact:</u></p> <p>KATE KRAUSS, CPPO, CPPB, SPSM PURCHASING MANAGER kkrauss@deltonafl.gov Phone: (386) 878-8570 / Fax: (386) 878-8571</p>	<p>BIDDER</p> <p>NAME: <u>FCG, Inc</u> <u>Faith Construction Group, Inc</u></p>
<p><u>Bid Due Date & Time:</u></p> <p>THURSDAY, JUNE 10, 2010 AT 2:00 P.M.</p>	<p>MAILING</p> <p>ADDRESS: <u>1411 Shady meadow</u></p>
<p><u>Location of Public Opening:</u></p> <p>City of Deltona, 1st Floor Conference Room 2345 Providence Blvd., Deltona, FL 32725</p>	<p><u>Lane - Deltona, FL</u> <u>32724</u></p> <p>Phone#: <u>(386) 849-7522</u></p>
	<p>PAGE 1 of 21</p>

**GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR
BIDDERS**

These documents constitute the complete set of terms and conditions, specification requirements, and bid forms. All bid sheets and attachments must be executed and submitted in a sealed envelope. The face of the envelope shall contain Bidder's name, return address, the date and time of bid opening, the bid number and title. Bids not submitted on the enclosed Bid Form shall be rejected. Bidders shall submit three (3) complete sets (one [1] original and two [2] copies) of their bid, complete with all supporting documentation. **SUBMITTAL OF A BID IN RESPONSE TO THIS INVITATION TO BID CONSTITUTES AN OFFER BY THE BIDDER.** Bids which do not comply with these requirements may be rejected at the option of the City.

CONTACT: All prospective bidders are hereby instructed not to contact any member of the City of Deltona Commission, City Manager, or City of Deltona Staff members other than the noted contact person OR another member of the City's Purchasing Division regarding this Invitation to Bid or their bid proposal at any time during the bid process. Any such contact shall be cause for rejection of your bid proposal. The Bid process is not over until an award is made.

DELAYS: The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify bidders of all changes in scheduled due dates by written addendum.


EXECUTION OF BID: Bid must contain a manual signature, in ink, of an authorized representative, who has the legal ability to bind the Bidder in contractual obligations in the space provided on the Bid Response Form. Failure to properly

Bid # 10020 Nuisance Abatements

HOLD HARMLESS AGREEMENT

As a part of the contract with the City of Deltona and for the same consideration as provided for in the contract, the contractor agrees to indemnify, hold harmless and defend the City of Deltona, its officials and employees from all claims, losses, damages, costs, charges, expenses, suits or actions brought against the City of Deltona as a result of any action or failure to act on the part of the contractor, its employees, sub-contractors or agents. This includes attorney's fees and all costs of litigation including appellate attorney's fees and costs as well as any judgements.

Name of Contractor: FCC

Signature of Contractor: 

Date: 06-10-10

The comprehensive general liability policy purchased by the above-named contractor includes contractual liability and covers the City of Deltona hold harmless agreement. In addition, the insurance company underwriter has approved the hold harmless agreement.

Name of Insurance Agency: Best Insurance

Signature of Insurance Agent: Ross Brown

Date: 06-10-10

NOTE: THE SELECTED COMPANY WILL ALSO NEED TO BE AVAILABLE FOR ALL EMERGENCY CLEAN UP SITUATIONS SUCH AS AFTER A HURRICANE.

IS YOUR COMPANY WILLING TO DEDICATE THE PERSONNEL AND EQUIPMENT NEEDED TO DO THIS: ✓ YES NO

Bid # 10020 Nuisance Abatements

Page 13 of 21

CITY OF DELTONA
Nuisance Abatements (Lot Mowing and Property Maintenance)
For Code Enforcement Division – Term Contract
Bid No. 10020

In accordance with the foregoing terms, conditions and specifications, the undersigned bidder hereby submits the following firm, fixed prices for supplying the City of Deltona with mowing services, abatement work, emergency response and services needed to clear lots of trash and debris, on an as needed basis, as a yearly contract as follows:

NOTE: PRICES ARE INCLUSIVE OF LABOR, MATERIALS, EQUIPMENT AND DISPOSAL FEES.

SCHEDULE OF PRICING

CATEGORY I: MOWING VACANT AND OCCUPIED LOTS: Mowing vacant or occupied parcels of land including trimming weeds and grass along or by fences, hedges, fire hydrants, poles, trees, portions of street and along the house. The driveway and walkways should be cleared after mowing with a blower.

ITEM #	DESCRIPTION	UNIT PRICE
1	Lot mow & light clean-up of property (FLAT RATE)	\$ 14.90
2	Lots over 5,000 sq. ft. & light clean-up of property Up to 8,200 sq. ft. (FLAT RATE)	\$ 23.00
3	Lots over 8,200 sq. ft. & light clean-up of property Up to 14,000 sq. ft. (FLAT RATE)	\$ 39.50
4	Your proposed rate for mowing each additional 1,000 sq. ft. over 14,000 sq. ft. This is not a flat rate as charge. Will depend on actual lot size	\$ 2.40 For each additional 1,000 sq. ft. over 14,000

CATEGORY II: MISCELLANEOUS SERVICE: When necessary and when directed, accumulating, boxing, bagging or bundling trash and placing same at curbside or transporting to an authorized disposal facility, trimming dense overgrowth/undergrowth in areas where mowers or other standard equipment can not be used (does not include trimming around objects noted in Category I above): raising canopies on trees; removing or leveling of dirt or spoils; removing dead, diseased or fallen trees; trimming trees; hedges, shrubs. Price includes placing trash at curbside in a condition that complies with City and Solid Waste Authority size, weight,

Bid # 10020 Nuisance Abatements

separation and handling requirements or transporting materials to an authorized dumpsite but not disposal charges, which are paid separately, based on the actual charges incurred per an invoice from the disposal facility.

ITEM #	DESCRIPTION	UNIT PRICE
5	Chain Saw with Operator	\$ 14.90 Per hour
6	Tractor equipment with operator	\$ 42.90 Per hour
7	Hauling trailer and operator	\$ 23.90 Per hour
8	Dump truck with operator	\$ 42.00 Per hour
9	Labor only, i.e. refuse removal, etc.	\$ 13.75 Per hour

ITEM #	DESCRIPTION	UNIT PRICE
10	Appliance Removal	\$ 11.50 Each
11	Tire Disposal	\$ 2.00 Each
12	Cost for operator and bobcat with a claw	\$ 42.90 Per hour
13	Cost for operator and bobcat with a Brush Cutter 6'	\$ 42.90 Per hour
14	Misc. Trash/Debris Removal	\$ 11.50 Per hour
15	Misc. Abatements of pool or structure	\$ 48.00 Unit-price quote request before job
16	Board up windows to include labor and supplies	\$ 12.00 per window
17	Board up door to include labor and supplies	\$ 18.00 per door

Bid # 10020 Nuisance Abatements

HOLD HARMLESS AND INDEMNITY AGREEMENT

Joseph F. Smith, agrees through the signing of this document by an authorized party or agent that it shall defend, indemnify and hold harmless the City of Deltona, and its agents, employees, and public officials from and against all suits, losses, claims, demands, judgments of every name and description arising out of or incidental to the performance of this contract or work performed thereunder, whether or not due to or caused by the negligence of the City of Deltona, its agents, employees, and public officials excluding only the sole negligence of the City of Deltona, its agents, employees, and Public Officials.

This provision shall also pertain to any claims brought against the City of Deltona, its agents, employees, and public officials by an employee of the named Contractor, any Sub-contractor, or anyone directly or indirectly employed by any of them.

The Contractor's obligation to indemnify the City of Deltona, its agents, employees and public officials under this provision shall be limited to \$1,000,000 per occurrence which the parties agree bears a reasonable commercial relationship to the contract.

The Contractor agrees to accept, and acknowledges as adequate remunerations, the consideration of \$10, which is part of the agreed bid price, the promises contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, for agreement to enter into this Hold Harmless and Indemnity Agreement.

FCG
CONTRACTOR

06-10-10
DATE

Bid # 10020 Nuisance Abatements

Page 16 of 21

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of this bid, the Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement:

1. The prices in this bid have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor; and,
3. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.
4. Bidder agrees that supplies/services furnished regarding this offer, if awarded, shall be covered by the most favorable commercial warranties the Bidder gives to any customer for such supplies services and that rights and remedies provided herein are in addition to and do not limit any rights offered to the City by any other provision of the bid award.

PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

All Bidders submitting a response to this Invitation to Bid agree that such response also constitutes a bid to all governmental agencies, under the same conditions, for the same contract price, and for the same effective period as this bid, should the Bidder feel it is in their best interest to do so.

Each governmental agency desiring to accept these bids, and makes an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this bid.

This agreement in no way restricts or interferes with the right of any governmental agency to rebid any or all items.

REFERENCES

Bidder must submit with the bid, three (3) references (form attached) for projects of similar scope to include: Point of contact and telephone number. Failure to provide this information with the bid may result in bid being declared non-responsive.

Bid # 10020 Nuisance Abatements

This Form Must Be Completed and Returned with your Submittal.

BIDDER INFORMATION

Bidder (Company) Name: <u>Faith Construction Group, Inc.</u>		F. E. I. N. or SS Number: <u>943-48-1793</u>	
Mailing Address: <u>1411 Shady meadow lane</u>		Street Address: <u>1411 Shady meadow lane</u>	
City, State, Zip: <u>Deltona, FL 32724</u>		City, State, Zip: <u>Deltona, FL 32724</u>	
Type of Entity: (Circle one) <input checked="" type="radio"/> Corporation <input type="radio"/> Partnership <input type="radio"/> Proprietorship <input type="radio"/> Joint Venture		I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Bidder. X <u>Joseph Faith</u> Authorized Signature (Manual)	
Incorporated in the State of: <u>FL</u> Year: <u>2009</u>			
Telephone Number: <u>(386) 848-7522</u>		Typed or Printed Name: <u>Joseph Faith</u>	
Toll Free Telephone Number: (800)		Title: <u>Owner</u>	
Fax Number: <u>(386) 789-0970</u>			
F.O.B.: DESTINATION			

Bids may not be withdrawn for a period of 90 days after bid opening. All items bid must be in compliance with the stated specifications. Any Bidder taking exception shall indicate those exceptions on company letterhead and attach to their bid. Any questions regarding this bid should be addressed to Kate Krauss, City of Deltona Purchasing by facsimile transmission to (386) 878-8571 or email at kkrauss@deltonafl.gov
This Form Must Be Completed and Returned with your Submittal.

Bid # 10020 Nuisance Abatements

DRUG-FREE WORK PLACE FORM

The undersigned Bidder in accordance with Florida Statute 287.087, hereby certifies that

FCG, Inc. does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

x 
Bidder's Signature

06-10-10
Date

This Form Must Be Completed and Returned with your Submittal, if applicable

Bid # 10020 Nuisance Abatements

Statement of No Bid

Bid No. 10020 For NUISANCE ABATEMENTS

If your company does not intend to bid on this Procurement, please complete and return this form prior to the date shown for receipt of bids to: CITY OF DELTONA, Purchasing Manager, 2345 Providence Blvd., Deltona, FL 32725.

We, the undersigned, have declined to bid on the above referenced Invitation to Bid for the following reason(s) :

- ☐ Specifications are too "restrictive." (please explain below)
- ☐ Unable to meet specifications
- ☐ Specifications were unclear. (please explain below)
- ☐ Insufficient time to respond
- ☐ We do not offer this type of product or equivalent
- ☐ Our production schedule would not permit us to perform
- ☐ Unable to meet bond requirements
- ☐ Other (please explain below)




REMARKS:


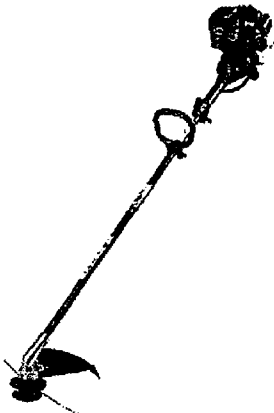

_____ Company Name	_____ Telephone		
X _____ Signature	_____ Fax		
_____ Title	_____ Typed or Printed Name		
_____ Address	_____ City	_____ State	_____ Zip

Bid # 10020 Nuisance Abatements

2	Kubota M-Series Tractor	3 years
2	Troy-Bilt Hedge Trimmer	1 year
3	Troy-Bilt Trimmer	1 year
2	Craftsmen Com. Mower	2 years
1	DR Brush Mower	2 years
2	Poulan Chainsaw	1 year
3	Troy-Bilt Gas Blower	2 years
1	Ford F-250	5 years
1	16' Flat-bed Trailer	5 years
2	Taylor Way Rotary Cutters	3 years

LanCo Service Industries, Inc.

	<p>DR COMMERCIAL FIELD & BRUSH MOWER</p> <p>This machine can mow head-high grass and weeds with ease, and knocking down and chopping up stands of sumac, springy saplings and dense brush. The commercial-grade 17 HP Kawasaki V-twin engine features a full-pressure lubrication system, so this model is an excellent choice for mowing on slopes up to 20 degrees.</p> <ul style="list-style-type: none"> • Gas powered, with no cords, so it goes anywhere you go • SpringAssist starting system starts with a slow & steady pull, dramatically reducing pulling effort • 22" double-sided stainless steel cutting blades provide strength, durability & long blade life • Dual-action blades minimize vibration and operator fatigue
	<p>POULAN 35CC, 16IN. CHAIN SAW</p> <p>DuraLife™ engine for long life Heavy-duty forged crankshaft and connecting rod Super Clean™ air filter system Effortless Pull Starting™ system Patented tool-less chain tensioning system Pro-style chain Automatic chain oiler</p>
	<p>Troybilt Gas QuickShift Blower/Vac</p> <p>31 cc, 2-cycle engine SpringAssist starting system starts with a slow & steady pull, dramatically reducing pulling effort EZ-Start system eliminates confusing choke adjustments - just prime, flip and pull for an easy start every time QuickShift - switch from blower to vac with just the flip of a switch, with no loose parts to add or remove Variable-speed settings for easy clearing around delicate flower beds Blowing speeds up to 157 mph Vacuum kit included 10:1 reduction of yard waste 3/4 bushel vac bag capacity</p>

	<p>TROY-BILT 25CC GAS HEDGE TRIMMER</p> <ul style="list-style-type: none"> • 25cc, 2-cycle full-crank commercial-grade engine for high performance and extended engine life • Gas powered, with no cords, so it goes anywhere you go • SpringAssist starting system starts with a slow & steady pull, dramatically reducing pulling effort • 22" double-sided stainless steel cutting blades provide strength, durability & long blade life • Dual-action blades minimize vibration and operator fatigue • Cuts branches up to 3/4" • Anti-vibration handle
	<p>TROY-BILT 26CC TRIMMER / EDGER</p> <ul style="list-style-type: none"> • 26cc, 4-cycle engine is more powerful and eliminates oil and gas mixing • SpringAssist starting for dramatically reduced pulling effort - starts with a slow & steady pull • Fixed line head eliminates bumping to advance trimmer line • Cast-aluminum Speed Loader string head - reload in seconds with nothing to take apart! • 105" diameter dual line provides more cutting power for heavier vegetation • Adjustable D-handle for easy right- or left-handed use
	<p>CRAFTSMAN ZTS 7500 COMMERCIAL MOWER</p> <p>24 HP Briggs and Stratton® ELSV-Twin OHV engine with Electric Start (340 CCA DieHard Battery) for maximum performance.</p> <ul style="list-style-type: none"> • Engine has full pressure lubrication • Extra Wide 50" anti-scalp mowing deck with 3 blades provides a manicured cut • Electric deck height adjustment allows for infinite height of cut between 1.5" and 3.75" with the simple push of a button • 360 degree zero turning radius for easy steering in any direction - quick turns and easy trimming around landscaping.

List of Personnel:

Joseph Faith -Manager

Anthony Elamine -Supervisor

Zak Benmansour – Crew member

Pat sulley – Crew member

<p>Submit Bid to:</p> <p>CITY OF DELTONA</p> <p>2345 Providence Blvd. Deltona, Florida 32725 Attn: Purchasing</p> <p>CLEARLY MARK SEALED ENVELOPE WITH BID NAME AND NUMBER</p>	<p>INVITATION TO BID# 10020</p> <p>NUISANCE ABATEMENTS (LOT MOWING AND PROPERTY MAINTENANCE) FOR CODE ENFORCEMENT DIVISION</p>
<p>Contact:</p> <p>KATE KRAUSS, CPPO, CPPB, SPSM PURCHASING MANAGER kkrauss@deltonafl.gov Phone: (386) 878-8570 / Fax: (386) 878-8571</p>	<p>BIDDER NAME: <u>Perfection Lawn and Tree Service</u></p>
<p>Bid Due Date & Time:</p> <p>THURSDAY, JUNE 10, 2010 AT 2:00 P.M.</p>	<p>MAILING ADDRESS: <u>1025 West 12th St.</u></p>
<p>Location of Public Opening:</p> <p>City of Deltona, 1st Floor Conference Room 2345 Providence Blvd., Deltona, FL 32725</p>	<p>Phone#: <u>(407) 314-4374</u></p> <p>PAGE 1 of 21</p>

**GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR
BIDDERS**

These documents constitute the complete set of terms and conditions, specification requirements, and bid forms. All bid sheets and attachments must be executed and submitted in a sealed envelope. The face of the envelope shall contain Bidder's name, return address, the date and time of bid opening, the bid number and title. Bids not submitted on the enclosed Bid Form shall be rejected. Bidders shall submit three (3) complete sets (one [1] original and two [2] copies) of their bid, complete with all supporting documentation. SUBMITTAL OF A BID IN RESPONSE TO THIS INVITATION TO BID CONSTITUTES AN OFFER BY THE BIDDER. Bids which do not comply with these requirements may be rejected at the option of the City.

CONTACT: All prospective bidders are hereby instructed not to contact any member of the City of Deltona Commission, City Manager, or City of Deltona Staff members other than the noted contact person OR another member of the City's Purchasing Division regarding this Invitation to Bid or their bid proposal at any time during the bid process. Any such contact shall be cause for rejection of your bid proposal. The Bid process is not over until an award is made.

DELAYS: The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify bidders of all changes in scheduled due dates by written addendum.

EXECUTION OF BID: Bid must contain a manual signature, in ink, of an authorized representative, who has the legal ability to bind the Bidder in contractual obligations in the space provided on the Bid Response Form. Failure to properly

Bid # 10020 Nuisance Abatements

HOLD HARMLESS AGREEMENT

As a part of the contract with the City of Deltona and for the same consideration as provided for in the contract, the contractor agrees to indemnify, hold harmless and defend the City of Deltona, its officials and employees from all claims, losses, damages, costs, charges, expenses, suits or actions brought against the City of Deltona as a result of any action or failure to act on the part of the contractor, its employees, sub-contractors or agents. This includes attorney's fees and all costs of litigation including appellate attorney's fees and costs as well as any judgements.

Name of Contractor: Perfection Lawn and Tree Services

Signature of Contractor: Willie M. Jarells

Date: 6/9/10

The comprehensive general liability policy purchased by the above-named contractor includes contractual liability and covers the City of Deltona hold harmless agreement. In addition, the insurance company underwriter has approved the hold harmless agreement.

Name of Insurance Agency: American Vehicle

Signature of Insurance Agent: [Signature]

Date: 6/10/10

Bid # 10020 Nuisance Abatements

NOTE: THE SELECTED COMPANY WILL ALSO NEED TO BE AVAILABLE FOR ALL EMERGENCY CLEAN UP SITUATIONS SUCH AS AFTER A HURRICANE.

IS YOUR COMPANY WILLING TO DEDICATE THE PERSONNEL AND EQUIPMENT NEEDED TO DO THIS: X YES NO

Bid # 10020 Nuisance Abatements

Page 13 of 21

CITY OF DELTONA
Nuisance Abatements (Lot Mowing and Property Maintenance)
For Code Enforcement Division – Term Contract
Bid No. 10020

In accordance with the foregoing terms, conditions and specifications, the undersigned bidder hereby submits the following firm, fixed prices for supplying the City of Deltona with mowing services, abatement work, emergency response and services needed to clear lots of trash and debris, on an as needed basis, as a yearly contract as follows:

NOTE: PRICES ARE INCLUSIVE OF LABOR, MATERIALS, EQUIPMENT AND DISPOSAL FEES.

SCHEDULE OF PRICING

CATEGORY I: MOWING VACANT AND OCCUPIED LOTS: Mowing vacant or occupied parcels of land including trimming weeds and grass along or by fences, hedges, fire hydrants, poles, trees, portions of street and along the house. The driveway and walkways should be cleared after mowing with a blower.

ITEM #	DESCRIPTION	UNIT PRICE
1	Lot mow & light clean-up of property (FLAT RATE)	\$ # 100 ⁰⁰
2	Lots over 5,000 sq. ft. & light clean-up of property Up to 8,200 sq. ft. (FLAT RATE)	\$ # 125 ⁰⁰
3	Lots over 8,200 sq. ft. & light clean-up of property Up to 14,000 sq. ft. (FLAT RATE)	\$ # 225 ⁰⁰
4	Your proposed rate for mowing each additional 1,000 sq. ft. over 14,000 sq. ft. This is not a flat rate as charge. Will depend on actual lot size	\$ • 015 sq. ft. For each additional 1,000 sq. ft. over 14,000

CATEGORY II: MISCELLANEOUS SERVICE: When necessary and when directed, accumulating, boxing, bagging or bundling trash and placing same at curbside or transporting to an authorized disposal facility, trimming dense overgrowth/undergrowth in areas where mowers or other standard equipment can not be used (does not include trimming around objects noted in Category I above); raising canopies on trees; removing or leveling of dirt or spoils; removing dead, diseased or fallen trees; trimming trees; hedges, shrubs. Price includes placing trash at curbside in a condition that complies with City and Solid Waste Authority size, weight,

Bid # 10020 Nuisance Abatements

separation and handling requirements or transporting materials to an authorized dumpsite but not disposal charges, which are paid separately, based on the actual charges incurred per an invoice from the disposal facility.

ITEM #	DESCRIPTION	UNIT PRICE
5	Chain Saw with Operator	\$ Per hour \$18 ⁰⁰
6	Tractor equipment with operator	\$ Per hour \$20 ⁰⁰
7	Hauling trailer and operator	\$ Per hour \$25 ⁰⁰
8	Dump truck with operator	\$ Per hour \$25 ⁰⁰
9	Labor only, i.e. refuse removal, etc.	\$ Per hour \$15 ⁰⁰

ITEM #	DESCRIPTION	UNIT PRICE
10	Appliance Removal	\$ Each \$10 ⁰⁰ - 25 ⁰⁰
11	Tire Disposal	\$ Each \$5 ⁰⁰
12	Cost for operator and bobcat with a claw	\$ Per hour \$25 ⁰⁰
13	Cost for operator and bobcat with a Brush Cutter 6'	\$ Per hour \$75 ⁰⁰
14	Misc. Trash/Debris Removal	\$ Per hour \$20 ⁰⁰
15	Misc. Abatements of pool or structure	\$ Unit-price quote request before job
16	Board up windows to include labor and supplies	\$ 30 ⁰⁰ per window
17	Board up door to include labor and supplies	\$ 35 ⁰⁰ per door

Bid # 10020 Nuisance Abatements

HOLD HARMLESS AND INDEMNITY AGREEMENT

Perfection Lawn and Tree agrees through the signing of this document by an authorized party or agent that it shall defend, indemnify and hold harmless the City of Deltona, and its agents, employees, and public officials from and against all suits, losses, claims, demands, judgments of every name and description arising out of or incidental to the performance of this contract or work performed thereunder, whether or not due to or caused by the negligence of the City of Deltona, its agents, employees, and public officials excluding only the sole negligence of the City of Deltona, its agents, employees, and Public Officials.

This provision shall also pertain to any claims brought against the City of Deltona, its agents, employees, and public officials by an employee of the named Contractor, any Sub-contractor, or anyone directly or indirectly employed by any of them.

The Contractor's obligation to indemnify the City of Deltona, its agents, employees and public officials under this provision shall be limited to \$1,000,000 per occurrence which the parties agree bears a reasonable commercial relationship to the contract.

The Contractor agrees to accept, and acknowledges as adequate remunerations, the consideration of \$10, which is part of the agreed bid price, the promises contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, for agreement to enter into this Hold Harmless and Indemnity Agreement.

Willie M. Jarrell
CONTRACTOR

6/9/10
DATE

Bid # 10020 Nuisance Abatements

This Form Must Be Completed and Returned with your Submittal

BIDDER INFORMATION

Bidder (Company) Name: <u>Perfection Lawn and Tree</u>		F.E.I.N. or SS Number: <u>26-2714078</u>	
Mailing Address: <u>1025 West 12th ST.</u>		Street Address: <u>1025 West 12th ST.</u>	
City, State, Zip: <u>Sanford FL 32771</u>		City, State, Zip: <u>Sanford FL 32771</u>	
Type of Entity: (Circle one) <input checked="" type="radio"/> Corporation <input type="radio"/> Partnership <input type="radio"/> Proprietorship <input type="radio"/> Joint Venture		I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Bidder. <u>X Willie M. Jarrells</u> Authorized Signature (Manual)	
Incorporated in the State of: <u>Florida</u> Year: <u>5/31/2008</u>		Typed or Printed Name: <u>Willie M. Jarrells</u>	
Telephone Number: <u>(407) 314-4374</u>		Title: <u>President</u>	
Toll Free Telephone Number: (800)			
Fax Number: <u>(407) 688-7444</u>			
F.O.B.: <u>DESTINATION</u>			

Bids may not be withdrawn for a period of 90 days after bid opening. All items bid must be in compliance with the stated specifications. Any Bidder taking exception shall indicate those exceptions on company letterhead and attach to their bid. Any questions regarding this bid should be addressed to Kate Krauss, City of Deltona Purchasing by facsimile transmission to (386) 878-8571 or email at kkrauss@deltonafl.gov
This Form Must Be Completed and Returned with your Submittal.

Bid # 10020 Nuisance Abatements

References

CUSTOMER NAME	CONTACT PERSON	TELEPHONE AND FAX NUMBER	SCOPE OF SERVICES PROVIDED/JOB NAME
City of Sanford Code Enforcement	Bill Smith	(407) 688-5030 ()	Maintenance and Property Mowing Code Enforcement
Boston Cemetery	CLearance Sapp	(407) 365-3677 ()	Lot mowing AND Tree and Debris Removal
Natalie Higgins	Natalie Higgins	(386) 753-1599 ()	Mowing AND Debris Removal

Does Bidder have any similar work in progress at time of Bid Opening?
If "Yes", explain:

Yes

☐

No

☒

References who are located in foreign countries are not acceptable.

This Form Must Be Completed and Returned with your Submittal.

Bid # 10020 Nuisance Abatements

DRUG-FREE WORK PLACE FORM

The undersigned Bidder in accordance with Florida Statute 287.087, hereby certifies that

Perfection Lawn and Tree Service
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
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5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

x Willie M. Jarrells
Bidder's Signature
6/9/10
Date

This Form Must Be Completed and Returned with your Submittal, if applicable

Bid # 10020 Nuisance Abatements

Work History

- 1. City of Sanford Code Inforcement**
300 N. Park Ave. 32771

Years Employed: 2008 -2010

Job Description: Tree Removal, Lot Mowing, Debris Removal, & Demolition

Contact Personal: Bill Smith 407-688-5030

- 2. Boston Cemetery**
199 Boston Cemetery Road

Years Employed: 2003 - 2010

Job Description: Lot Mowing, Tree Removal, Debris Removal

Contact Personal: Clarence Sapp 407-365-3677

Equipment List

Trucks

2002- Chevy 2500
1997- Chevy Dually 3500
1978- Chevy Dually 3500
1984- Ford Dump Truck

Trailers

2008 Imperial Dump Trailer 7 by 14
Two - 2008 Pace Trailer 7 by 14
2008 Spartan Equipment Trailer 7 by 16

Mowers

60-inch Scagg Turff Tiger (Zero Turn)
54-inch Lesco (Zero Turn)
60-inch Dixie Chopper (Zero Turn)
36-inch Scagg
36-inch Gravely

Trimmer/ Edgers/ Blowers

3- Stihl / Weed-Eaters (Models: FS 250R)
3- Stihl / Edgers (Models: FC 75)
2- Stihl / Blowers (Models: BR 420)
2- Echo / Blowers (Models: GR 400)
2- Stihl / Trimmers (Models: FS 250)

Chain-Saws

4- Stihl / Chain-Saws (Models: MS 660, MS 360, MS 200T, & MS 250)
1- Stihl / Pole-Saw (Models: HT 101)
1- Stihl / Pole-Saw (Models: PPT 260)

Heavy Equipment

2003 - 763 Bobcat

Note: All equipment is in **EXCELLENT CONDITION** !

Employees

1. Renitra Jarrells- **Secretary**
2. Patina Clayton- **Accountant**
3. Dion Jarrells- **Maintenance worker**
4. Pernell Thomas- **Equipment operator**
5. Tim Jarrells- **Equipment operator**
6. Thomas Williams- **Maintenance worker**
7. Larry Jarrells- **Equipment operator**

<p>Submit Bid to:</p> <p>CITY OF DELTONA</p> <p>2345 Providence Blvd. Deltona, Florida 32725 Attn: Purchasing</p> <p>CLEARLY MARK SEALED ENVELOPE WITH BID NAME AND NUMBER</p>	<p>INVITATION TO BID# 10020</p> <p>NUISANCE ABATEMENTS (LOT MOWING AND PROPERTY MAINTENANCE) FOR CODE ENFORCEMENT DIVISION</p>
<p>Contact:</p> <p>KATE KRAUSS, CPPO, CPPB, SPSM PURCHASING MANAGER kkrauss@deltonafl.gov Phone: (386) 878-8570 / Fax: (386) 878-8571</p>	<p>BIDDER NAME: <u>Whitehouse Contracting, LLC</u></p>
<p>Bid Due Date & Time:</p> <p>THURSDAY, JUNE 10, 2010 AT 2:00 P.M.</p>	<p>MAILING ADDRESS: <u>PO Box 329 Lake Helen, FL 32744</u></p>
<p>Location of Public Opening:</p> <p>City of Deltona, 1st Floor Conference Room 2345 Providence Blvd., Deltona, FL 32725</p>	<p>Phone#: <u>(386) 747-7171</u></p> <p>PAGE 1 of 21</p>

**GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR
BIDDERS**

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DELAYS: The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify bidders of all changes in scheduled due dates by written addendum.

EXECUTION OF BID: Bid must contain a manual signature, in ink, of an authorized representative, who has the legal ability to bind the Bidder in contractual obligations in the space provided on the Bid Response Form. Failure to properly

Bid # 10020 Nuisance Abatements

sign the Bid shall invalidate same, and it shall not be considered for award. Bid must be typed or legibly printed in ink. Use of erasable ink is not permitted. All corrections made by Bidder to any part of the bid document must be initialed in ink. The original bid conditions and specifications cannot be changed or altered in any way. Altered bids will not be considered. Clarification of bids submitted shall be in letter form, signed by bidders and attached to the bid.

BIDDER INFORMATION: Bidder shall complete the "Corporate Authority", "Joint Venture", "Sole Proprietorship", or "Partnership" portion of the Bidder Information Sheet, whichever part applies, and include with their bid submittal.

JOINT VENTURES: Bids submitted by firms under "joint venture" arrangements or other multi-party agreements must submit a power of attorney delegating authority to one principal with authority to negotiate and execute any/all contract documents resulting from negotiations/award of this Invitation to Bid.

NO BID: If not submitting a bid, respond by returning only the Statement of No Bid, and give the reason in the space provided. Failure to respond three (3) times in succession without justification may be cause for removal of the Bidders name from the mailing list.

BID OPENING: Shall be public, at the above address, on the date and at the time specified above. The bid time shall be scrupulously observed. Under no circumstances shall bids delivered after the time specified be considered; such bids will be returned unopened. The City will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Finance Department serve as the official authority to determine lateness of any bid. It is the Bidders sole responsibility to assure that his/her bid is complete and delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered will not be considered. Offers by facsimile, telegram or telephone are not acceptable. A bid may **NOT** be altered by the Bidder after opening of the bids. Bid tabulations will be furnished upon written request which includes a self-addressed, stamped envelope.

Persons with disabilities needing assistance to participate in the Public Bid Opening should contact the City Clerk at least 48 hours in advance of the meeting at 386-561-2100.

TAXES: The City is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City's exemption numbers are on the face of the purchase order. If requested, the Purchasing Manager will provide an exemption certificate to the awarded Bidder. Vendors/contractors doing business with the City shall **not** be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City nor shall any

Vendor/Contractor be authorized to use the City's Tax Exemption Number in securing such materials.

CERTIFICATES

The City reserves the right to require proof that the bidder is an established business and is abiding by the Ordinances, Regulations, and Laws of their Community and the State of Florida such as but not limited to: Occupational Licenses, Business Licenses, Florida Sales Tax Registration, Federal Employee Identification Number.

DISCOUNTS: Cash discounts for prompt payment shall **not** be considered in determining the lowest net cost for bid evaluation purposes.

MISTAKES: Bidders are expected to examine the terms and conditions, specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. **FAILURE TO DO SO WILL BE AT BIDDER'S RISK.** In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly. Written amounts shall take precedence over numerical amounts. In the event of addition errors(s), the unit price, and extension thereof, will prevail and the Bidder's total offer will be corrected accordingly. Bids having erasures or corrections must be initialed in ink by the Bidder.

AWARD TERM This bid shall remain open for a period of three years with the option to renew for two additional one year periods upon mutual agreement of both parties.

PRICE REDETERMINATION The Contractor may petition the Purchasing Manager for price redetermination within forty-five (45) days of the expiration of each term of the contract. Any price redetermination will include all items awarded. If the City and the Contractor cannot agree on any price redetermination, then the contract will expire. (*See other conditions under Special Terms and Conditions*)

UNUSUAL CIRCUMSTANCES: If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party to the contract occur, and those circumstances significantly affect the Seller's cost in providing the required items or services, then the Seller may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Seller, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

Bid # 10020 Nuisance Abatements

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Seller with no penalty to the City or Seller. The Seller shall fill all City requirements submitted to the Seller until the termination date contained in the notice.
2. The City requires the Seller to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
3. If the City, in its interest and in its sole opinion, determines that the Seller in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Seller in default and disqualifying him for receiving any business from the City for a state period of time.
4. If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Seller receives notice in writing signed by a person authorized to bind the City in such matters.

INVOICING AND PAYMENT: Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this bid specification shall minimally meet the following conditions to be considered as a valid payment request:

- a. A timely submission of a properly certified invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or purchase order document, and be submitted to the Finance Department at the address as stipulated on the Purchase Order.
- b. All invoices submitted shall consist of an original and one (1) copy; clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain date of delivery; original or legible copy of signed delivery receipt including both manual signature and printed name of a designated City employee or authorized Agent; be clearly marked as "partial", "complete" or "final" invoice. The City will accept partial deliveries.
- c. The invoice shall contain the Bidder's Federal Employer Identification Number (F.E.I.N.).
- d. The City's terms are "Net 30 Days" after acceptance of goods or services and receipt of an acceptable invoice as described herein. Any discounts must be offered on the Bid Response Form.

GENERAL: The City of Deltona, having limited storage facilities, requires the service of private firms to provide materials, supplies and/or services on an as needed basis, as indicated herein, to support the City's needs.

ADDITIONAL TERMS AND CONDITIONS: Unless expressly accepted by the City, the following conditions shall apply: No additional terms and conditions included with the bid response shall be considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this bid if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Bid Documents are the only conditions applicable to this bid and the Bidder's authorized signature on the Bid Response Form attests to this. Exceptions to the terms and conditions will not be accepted.

INTERPRETATIONS: All Bidders shall carefully examine the Bid Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of Bids; failure to do so, on the part of the Bidder, will constitute an acceptance by the Bidder of any subsequent decision. Any questions concerning the intent, meaning and interpretations of the Bid Documents shall be requested in writing (facsimile transmission acceptable (386) 789-7230, and received by the City at least seven (7) calendar days prior to the Bid Opening. Inquires shall be addressed to the attention of the Contact person as indicated on Page 1. No person is authorized to give oral interpretations of, or make oral changes to, the bid. Therefore, oral statements given before the bid opening will not be binding. Any interpretation of, or changes to, the bid will be made in the form of a written Addendum to the bid and will be furnished to all Bidders through DemandStar. Receipt of all addenda shall be acknowledged by the Bidders by signing and enclosing said addenda or addendum acknowledgement with their bid.

ADDENDUM: The City will record its responses to inquiries, any supplemental instructions, and/or necessary revisions to Bid Documents, in the form of a written addendum. Should revisions to the Bid Documents become necessary, the City will post a written addendum to the DemandStar website which will go out to all Bidders who received a bid package through DemandStar. All addendum are posted to the DemandStar website and current planholders are notified that an addendum has been issued. Bidders who obtain Bid Documents from other sources must officially register with the City's Purchasing Manager in order to be placed on the DemandStar website as a bid holder in order to receive any forthcoming addenda or other official communications. Failure to register as a prospective Bidder may cause your bid to be rejected as non-responsive if you have failed to submit a bid without an addendum acknowledgement for the most current addendum. It is the vendor's responsibility to check

Bid # 10020 Nuisance Abatements

the DemandStar website at www.demandstar.com in order to be sure latest addendum and any prior addendum have been received.

PROTESTS: Any Bidder who disputes the bid selection or contract award recommendation shall file such protest according to the bid protest procedures. These procedures are available upon request from the City.

CONFLICT OF INTEREST: All Bidders must disclose with their bid the name of any officer, director, or Agent who is also an employee of the City. All Bidders must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches.

LEGAL REQUIREMENTS: Bidders are required to comply with all provisions of Federal, State, City and local laws and ordinances, rules and regulations that are applicable to the items being bid. Lack of knowledge by the Bidder shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effect thereof.

DRUG-FREE WORKPLACE: Preference shall be given to business with Drug-Free Work Place (DFW) programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

POSTING OF BID AWARD: Recommendation for award will be posted for review by interested parties on DemandStar. Failure to file a protest to Purchasing within the time prescribed in the CITY's Purchasing Manual, shall constitute a waiver of proceedings.

AWARD: As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, "All or None", or a combination thereof; with one or more suppliers; to reject any or all bids, or waive any minor irregularity or technicality in bids received, award or eliminate an portion of the bid, and may, at its sole discretion, request a re-bid, or abandon the project in its entirety. Bidders are cautioned to make no assumption until the City has entered into a contract or issued a purchase order.

EEO STATEMENT: The City is committed to assuring equal opportunity in the award of contracts, and, therefore complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age or sex.

CONTRACTUAL AGREEMENT: The contents of this Bid and all provisions of the successful bid proposal deemed pertinent by the City may be incorporated into a contract and

become legally binding. A separate contract document, other than the purchase order, may or may not be issued. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of Florida. The venue shall be County of Volusia, Florida.

GOVERNMENTAL RESTRICTIONS: In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the Bidder to notify Purchasing at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The City reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

PERMITS/LICENSES/FEES: Any permits, licenses, or fees required will be the responsibility of the Contractor, no separate or additional payment will be made.

Adherence to all applicable code regulations (Federal, State, City, City) are the responsibility of the Contractor.

INDEMNIFICATION: The Bidder, without exemption, shall indemnify and save harmless, the City, its employees and/or any of its Commissioners from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Bidder. Further, if such a claim is made, or is pending, the Bidder may, at its option and expense, procure for the City the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the City agrees to return the article on request to the Bidder and receive reimbursement. If the Bidder used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

ADVERTISING: In submitting a bid, Bidder agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval, by the appropriate level of authority within the City.

ASSIGNMENT: Any purchase order or contract issued pursuant to this Invitation to Bid and the monies which may become due hereunder are not assignable except with the prior written approval of the City, through the Finance Department.

COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH: Bidder certifies that all material, equipment, etc., contained in his/her bid meets all applicable O.S.H.A requirements. Bidder further certifies that, if he/she is the successful Bidder, and the material, equipment, etc., delivered

Bid # 10020 Nuisance Abatements

is subsequently found to be defective in any applicable O.S.H.A. requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be borne by the Bidder.

RESPONSIBILITY: A Bidder must have at the time of bid opening, a company in operation, (if applicable) or be a fully authorized Agent or representative of the product bid, and capable of producing or providing the items bid, and follow-up parts and service, including any warranty services as applicable, and so provide such certification upon request.

FACILITIES: The City reserves the right to inspect the Bidder's facilities at any reasonable time, during normal working hours, to determine that Bidder has a bona fide place of business, and is a responsible Bidder.

DISQUALIFICATION OF BIDDER: More than one bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is involved in more than one bid submittal will be cause for rejection of all bids in which such Bidders are believed to be involved. Any or all bids will be rejected if there is reason to believe that collusion exists between Bidders. Bids in which the prices obviously are unbalanced will be subject to rejection.

ADJUSTMENTS / CHANGES / DEVIATIONS: No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a bid expressly so provide. Any other adjustments, changes or deviations shall require prior written approval, and shall be binding **ONLY** if issued by the City's Finance Department. The Bidder shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly executed as required herein.

PUBLIC RECORDS: Upon award recommendation or ten (10) days after opening, whichever is earlier, bids become "public records" and shall be subject to public disclosure consistent with Chapter 119.07(3)(o), Florida Statutes. Bidders must invoke the exemptions to disclosure provided by law in the response to the Bid, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

Bids may be reviewed at City Hall, 2345 Providence Blvd., Deltona, FL 32725.

BID PREPARATION COSTS: Neither the CITY nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Invitation to Bid. Bidders should prepare their bids simply and economically, providing all information and prices as required.

ACCEPTANCE / REJECTION: The City of Deltona reserves the right to accept or reject any or all bids and to make the award to that Bidder, who in the opinion of the City will be in the best interest of and/or the most advantageous to the City. The City of Deltona also reserves the right to reject the bid of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in the City's opinion, is not in a position to perform properly under this award. The City of Deltona reserves the right to inspect all facilities of bidders in order to make a determination as to the foregoing. The City of Deltona reserves the right to waive any irregularities, informalities, and technicalities in offers received, and may, at its discretion, request a re-bid, or abandon the project/procurement in its entirety.

ANY AND ALL SPECIAL TERMS AND CONDITIONS, TECHNICAL REQUIREMENTS, SCOPE OF WORK OR SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

Bid # 10020 Nuisance Abatements

SCOPE OF WORK

Bid No. 10020 for Nuisance Abatements

Scope of Services

Scope: To provide mowing services and/or other abatement work needed to clear properties of trash and debris, on an as needed basis, as a yearly contract. These services shall be performed at specific vacant, abandoned or occupied properties, as designated by the City Code Ordinance. Code ordinance states that if the property owner does not remove the condition(s), the City shall have the condition(s) corrected at the owner's expense.

Specific Requirements:

1. A Blanket Purchase Order will be provided for the year. The purchase order number must appear on all invoices and delivery tickets. For prompt payment, all invoices must be sent directly to City of Deltona, Accounts Payable, 2345 Providence Blvd., Deltona, Florida 32725.
2. The successful bidder(s) shall secure licenses imposed by law and ordinance, and pay all charges and fees which shall include a current County of Volusia Business License. Before issuance of a contract to the successful bidder, copy of the actual license shall be provided to the Purchasing Division.
3. The successful bidder(s) shall provide a Certificate of Insurance before issuance of a contract. See Exhibit "A" for Insurance Requirements.
4. The successful bidder(s) shall observe all ordinances regarding the obstruction of streets and driveways, maintaining signals and open passageways, and protecting the same where exposed.
 - a. Proper safety precautions shall be used at all times and shall remain the successful bidder's responsibility.
 - b. The successful bidder shall be responsible for providing, maintaining and transporting all necessary and customary equipment, tools and fuel needed to fulfill the contract. In no event shall the City be responsible for any damages to any of the successful bidder's equipment or clothing either lost, damaged, destroyed or stolen.
 - c. Work must be done to the satisfaction of the department. If not completed to the department's satisfaction, the successful bidder shall return and complete at no additional charge.

Bid # 10020 Nuisance Abatements

5. The City reserves the right to periodic reviews with the successful bidder. The City shall NOT be responsible for payment to contractor for any briefings or meetings held between the City and the successful bidder, as these meetings are to the mutual benefit of both parties.
6. Due to requirements placed on the City by State Statutes, **all works shall be completed within (7) business days from original notification.** A work authorization form from the Code Enforcement Inspector or Designee shall constitute notification.
7. Failure to comply with the request for service within the required amount of time or communicate inability to comply may constitute a breach of contract.
 - a. Inclement weather shall mean severe weather (rain or drought), may be a reason to delay work; however, communication of delay must be given to the Code Enforcement Inspector or Designee.

ADDITIONAL REQUIREMENTS:

1. The City reserves the right to award on an "All-or-None" basis, or to award on an "Item-by-Item" or "Group-by-Group" basis or to award to more than one company, whichever is in the best interest of and/or most advantageous to the City. Whenever two or more bids which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that completed the **Drug Free Workplace** form (enclosed), shall be given preference in the award process.

2. POST AWARD MEETING

Within 5 working days after receipt of notification of award of bid, awarded Bidder shall meet with the City's representative(s) to discuss job procedures and scheduling.

3. QUALIFICATION OF BIDDERS

This bid shall be awarded only to a responsible, responsive Bidder, qualified by experience to provide the work specified. The Bidder shall submit the following information with his proposal:

- ☐ List and brief description of similar work satisfactorily completed with dates of contracts, name and addresses of owners, and contact people.
- ☐ List of equipment available to do the work required. Include make, model, quantity, year of manufacture and condition of the equipment.
- ☐ List of personnel, by name and title, contemplated to perform the work.

Bid # 10020 Nuisance Abatements

List of Equipment-

- 2004 F650 Dumptruck
- 1999 Chevy 3500 and 16' tandem axle trailer
- 1998 Isuzu NKR Box Truck
- 2006 Kubota 54" ZTR mower
- Stihl weedwacker, edger, blowers, and chainsaws
- 903 48" John Deere commercial walk behind mower
- New Holland - 555 skid loader }
LS170 skid loader } w/ grapples, forks, & buckets
LS180 skid loader }
- Ford Tractor with 6' Bush Hog and 5' Finish mower

List of Personnel

- Andrew Whitehouse - Owner/Operator - Equipment Operator,
Truck Driver, Laborer
- Kevin Whitehouse - Owner/Operator, Equipment Operator,
Truck Driver, Laborer
- Frank Jones - Laborer
- Jason Jones - Laborer

Failure to submit the above requested information may be cause for rejection of your bid. Information previously submitted to the City in response to another Invitation to Bid shall not satisfy this requirement.

4. PERFORMANCE PROBATION PERIOD

The successful awardee(s) will immediately enter into a three-(3) month probationary period upon start up of work assignment. During this time, City staff will closely scrutinize the awardee(s) performance. If the awardee performance fails to consistently meet the standards specified within the bid, his/her contract will be promptly canceled. If his/her performance is acceptable, then he/she will be so notified and the contract will extend through the stated expiration date.

5. EQUIPMENT

All equipment placed in service shall be properly maintain

6. APPAREL

Contractor's personnel shall wear appropriate apparel while on City property or while working on any city project.

7. SCHEDULING

The City shall approve all work hours and schedules. In general, all work shall be performed during daylight hours. No work shall be done when weather conditions limit good visibility.

8. PROJECT MANAGEMENT

A Code Enforcement Inspector or Designee shall be designated by the City. During the course of the project, the Code Enforcement Inspector or Designee will be the City's representative, and be responsible for assuring the proper completion of the project by the Contractor.

9. PAYMENT

- ☐ Payment shall be based on pre-determined units of measure and shall be paid according to those units.
- ☐ The "awardee(s)", upon completion of work orders, shall request an inspection by the Enforcement Services Director or designee.
- ☐ The Enforcement Services Director, Inspector or designee shall approve completed work orders performed to specifications and authorize payment when invoiced.
- ☐ Payment for services will be accomplished by submission of an invoice, in duplicate, to: City of Deltona, Accounts Payable, 2345 Providence Blvd., Deltona, FL. Invoice must reflect purchase order number.

10. CANCELLATION

The City reserves the right to cancel this contract without cause or penalty. The awarded Bidder, for good cause, upon ninety (90) days prior written notice may cancel this contract.

Bid # 10020 Nuisance Abatements

11. PROTECTION OF PROPERTY

The Contractor shall at all times guard against damage or loss to the property of the City or of other contractors or property owners and shall be held responsible for replacing or repairing any such loss or damage. The City may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the Contractor or his agents.

12. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of this bid, the Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement:

1. The prices in this bid have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor; and,
3. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.
4. Bidder agrees that supplies/services furnished regarding this offer, if awarded, shall be covered by the most favorable commercial warranties the Bidder gives to any customer for such supplies services and that rights and remedies provided herein are in addition to and do not limit any rights offered to the City by any other provision of the bid award.

13. EFFECTIVE PERIOD

Contracts resulting from this Invitation for Bid will run for an initial period of three years with the option to renew for two additional one year periods upon mutual agreement in writing of both parties. The City reserves the right to cancel the agreement between the parties at any time with 30 days notice.

14. ESCALATION

Prices will be firm for the first year; however, the City acknowledges the fluctuating nature of prices for items specified. Accordingly an escalator/de-escalator clause will be accepted only under the following conditions:

1. If a price increase is to be requested, contractor is required to notify Purchasing in writing of all items affected by price increases/decreases.
2. All price increase(s) and decrease(s) may or may not be approved by the City's Purchasing Manager prior to becoming effective.

Bid # 10020 Nuisance Abatements

3. If the City and Contractor cannot come to any agreement regarding any price increase request, this agreement shall expire at the end of the current annual term.

15. PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

The submission of any bid in response to this Invitation to Bid also constitutes a bid made under the same terms and conditions, for the same contract price, and for the same effective period as this bid, to other governmental agencies.

Each governmental agency desiring to accept these bids, and makes an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this bid. This agreement in no way restricts or interferes with the right of any political subdivision to rebid any or all items.

16. INSURANCE

The Contractor shall furnish proof of insurance as outlined in Exhibit A. Insurance certificates must be sent to:

The City of Deltona
Attn: Kate Krauss, Purchasing Manager
2345 Providence Boulevard
Deltona, FL 32725

Bid # 10020 Nuisance Abatements

EXHIBIT A

INSURANCE REQUIREMENTS

Workers Compensation: Coverage to apply for all employees for Statutory Limits in compliance with the applicable state and federal laws. The policy must include Employer's Liability with a limit of \$100,000 each accident.

Commercial General Liability: Shall have minimum limits of \$300,000 per Occurrence. Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises and/or Operations, Independent Contractors and Products and/or Completed Operations, Broad Form Property Damage and XCU Coverage, and a Contractual Liability Endorsement.

Business Auto Policy: Shall have minimum limits of \$300,000 per Occurrence. Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Owned Vehicles, Hired and Non-Owned Vehicles, and Employees Non-Ownership.

Hold Harmless Clause: An appropriate Hold Harmless Clause shall be included within all contracts stating that the Contractor agrees through signing of this document by an authorized party or agent to hold harmless and defend the City of Deltona and its agents and employees from all suits and actions, including attorneys' fees and all costs of litigation and judgments of every name and description arising out of or incidental to the performance of this contract or work performed thereunder, whether or not due to or caused by negligence of the entity excluding only the sole negligence of the entity.

This provision shall also pertain to any claims brought against the entity by any employee of the named Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them.

The contractor's obligation under this provision shall not be limited in any way to the agreed upon contract price as shown in this contract or the Contractor's limit of or lack of sufficient insurance protection.

Certificate of Insurance: The entity is to be specifically included as an additional insured. This does not pertain to Workers' Compensation.

In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued thirty days prior to said expiration date.

The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy.

Unless otherwise specified it shall be the responsibility of the contractor to insure that all subcontractors comply with the same insurance requirements spelled out above.

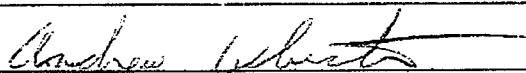
All certificates of insurance must be on file with and approved by the City of Deltona before the commencement of any work activities.

Bid # 10020 Nuisance Abatements

HOLD HARMLESS AGREEMENT

As a part of the contract with the City of Deltona and for the same consideration as provided for in the contract, the contractor agrees to indemnify, hold harmless and defend the City of Deltona, its officials and employees from all claims, losses, damages, costs, charges, expenses, suits or actions brought against the City of Deltona as a result of any action or failure to act on the part of the contractor, its employees, sub-contractors or agents. This includes attorney's fees and all costs of litigation including appellate attorney's fees and costs as well as any judgements.

Name of Contractor: Whitehouse Contracting LLC, DBA: Whitehouse Masonry

Signature of Contractor: 

Date: 6/10/2010

The comprehensive general liability policy purchased by the above-named contractor includes contractual liability and covers the City of Deltona hold harmless agreement. In addition, the insurance company underwriter has approved the hold harmless agreement.

Name of Insurance Agency: Lane-Lennon Commercial Insurance LLC, Deland FL

Signature of Insurance Agent: see below and attached

Date: 6/10/2010

It is not up to the insurance company underwriter nor the insurance agent to accept or reject the terms of a contract that includes the hold harmless wording.

Attached is the Travelers underwriter's email reply to this inquiry.

Attached the General Liability and Additional Insured forms that would apply.

Teresa Torchia

From: Piorkowski Catherine A [CPIORKOW@travelers.com]
Sent: Thursday, June 10, 2010 11:01 AM
To: Teresa Torchia
Subject: RE: City of Deltona bid documents

Hi Teresa — thanks for your inquiry. Kindly note that I cannot approve the hold harmless agreement. This is a contract/agreement between the insured and the city and does not impact how our GL policy would respond in the event of a loss. Our policy does provide contractual coverage as outlined in our GL and Blanket Add'l insured coverage forms but again it is up to the insured to accept or reject the terms of the contract that includes the hold harmless wording.

Thanks again

Catherine A. Piorkowski CPCU
Account Executive
Travelers Select
(678) 317-7560 direct/dial
(800) 842-8761 x 3177560
(888) 335-8931 fax
Catherine.A.Piorkowski@travelers.com

For Policy Service inquiries, please contact our Account Manager, Linda Boyett, at 678-317-7760. LBoyett@travelers.com.

Endorsement/Loss Run Requests: SelectAtlanta@travelers.com
GL Worksheet Issuance Requests: FLGLSelect@travelers.com
Direct Bill: 1-800-252-2268
Audit: 1-800-299-8734 pa-custservice@travelers.com
Agency Automation Helpdesk: 1-800-842-2522

From: Teresa Torchia [mailto:teresa@lanelennon.com]
Sent: Thursday, June 10, 2010 11:04 AM
To: Piorkowski, Catherine A
Subject: FW: City of Deltona bid documents

See attached

From: whthsemasonry@netscape.net [mailto:whthsemasonry@netscape.net]
Sent: Thursday, June 10, 2010 10:28 AM
To: Teresa Torchia
Subject: City of Deltona bid documents

Hi Teresa, can you take a look at pages 11 and 12 to see what they are looking for? I don't quite understand why they are requiring a signature from the insurance agency. You can reach me at my cell. I won't be around the computer much more today. The bid is also due today at 2pm. I am sorry for getting this to you so late.

Thanks
Andrew Whitehouse
Whitehouse Contracting LLC
phone (386) 747-7171
fax (386) 228-0199

=====

This communication, including attachments, is confidential, may be subject to legal privileges, and is intended for the sole use of the addressee.



CERTIFICATE OF LIABILITY INSURANCE

Attachment number 10
Page 6 of 10 (MM/DD/YYYY)

6/10/2010

PRODUCER (386) 734-0800 FAX: (386) 738-3221
Lane Insurance, Inc
838 East New York AvenueTHIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

Deland FL 32724

INSURERS AFFORDING COVERAGE

NAIC #

INSURED

Whitehouse Contracting, LLC,
DBA Whitehouse Masonry
819 E Kicklighter Rd, PO Box 329
Lake Helen FL 32744-0329

INSURER A: Travelers Indemnity Co of CT

INSURER B: Travelers Indemnity Co

INSURER C: Business First Insurance

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY				EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	I-660-335C9686-TCT-09	12/21/2009	12/21/2010	MED EXP (Any one person) \$ 5,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COM/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
B	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO	BA-335C9686-08-SEL	12/21/2009	12/21/2010	BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
					\$
	DEDUCTIBLE				\$
	RETENTION \$				\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/>			E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under SPECIAL PROVISIONS below	521-02348	4/1/2010	4/1/2011	E.L. DISEASE - EA EMPLOYEE \$ 100,000
	OTHER				E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate Holder is included as Additional Insured on the General Liability policy only and subject to all policy terms and conditions as respects activities of the Named Insured.
Ten Days Notice in event of cancellation for non-payment of insurance premium.
Job Re; Bid #10020 (June 10, 2010).

CERTIFICATE HOLDER

CANCELLATION

(386) 878-8571

City of Deltona
2345 Providence Blvd
Deltona, FL 32725

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Joseph Lane/TOR

ACORD 25 (2009/01)

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INS025 (200901)

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

CG D2 48 08 05

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (CONTRACTORS OPERATIONS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED – (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
 - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
 - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
 - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - ii. Supervisory, inspection, architectural or engineering activities.
 - c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard".
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
 - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
 - i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
 - b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
 - i. Immediately record the specifics of the claim or "suit" and the date received; and

ii. Notify us as soon as practicable

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

5. The following definition is added to SECTION V. – DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period

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COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments -- Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot from equipment used to heat that building;
 - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible; or
 - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
 - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard"

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury"

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement"

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web-sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 14.a., b. and c. of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time

n. Pollution-Related

Any loss, cost or expense arising out of any:

- (1) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

COVERAGE C MEDICAL PAYMENTS**1. Insuring Agreement**

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
- (2) On ways next to premises you own or rent; or
- (3) Because of your operations;

provided that:

- (1) The accident takes place in the "coverage territory" and during the policy period;
- (2) The expenses are incurred and reported to us within one year of the date of the accident; and
- (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while taking part in athletics.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

h. War

Due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- e. All costs taxed against the insured in the "suit".
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:

- (a) Cooperate with us in the investigation, settlement or defense of the "suit";
- (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
- (c) Notify any other insurer whose coverage is available to the indemnitee; and
- (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

- (a) Obtain records and other information related to the "suit"; and
- (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee,

necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by,
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by
you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed
- d. Your legal representative if you die, but only with respect to duties as such That representative will have all your rights and duties under this Coverage Part.
- 3. With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:
 - a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
 - b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision
- 4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

- 1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
- 2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage B.
- 3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
- 4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
- 5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A; and
 - b. Medical expenses under Coverage C
 because of all "bodily injury" and "property damage" arising out of any one "occurrence".
- 6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
- 7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your

work";

- (b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability.
- (2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations for which you have been added as an additional insured by attachment of an endorsement.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".
3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in a. above;
 - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.
5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

 - a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
 - b. Your fulfilling the terms of the contract or agreement.
9. "Insured contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily

occupied by you with permission of the owner is not an "insured contract";

- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
 - (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.
10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker"
11. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
 - f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement"; or
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- 18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- 19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions
- 20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
- 21. "Your product":
 - a. Means:
 - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
 - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2) The providing of or failure to provide warnings or instructions.
 - c. Does not include vending machines or other property rented to or located for the use of others but not sold.
- 22. "Your work":
 - a. Means:
 - (1) Work or operations performed by you or on your behalf; and
 - (2) Materials, parts or equipment furnished in connection with such work or operations.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and
 - (2) The providing of or failure to provide warnings or instructions

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Attachment number 10
Page 13 of 17
Page 35 of 48

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WEB XTEND LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

Paragraph o. **Personal And Advertising Injury**, Part 2. **Exclusions** of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted and replaced by the following:

o. Personal Injury, Advertising Injury and Web Site Injury

"Bodily injury" arising out of "personal injury", "advertising injury" or "web site injury".

COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY (SECTION I – COVERAGES) is deleted in its entirety and replaced by the following:

COVERAGE B. PERSONAL INJURY, ADVERTISING INJURY AND WEB SITE INJURY LIABILITY

1. Insuring Agreement.

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal injury", "advertising injury" or "web site injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal injury", "advertising injury", or "web site injury" to which this insurance does not apply. We may at our discretion investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverage A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

b. This insurance applies to:

- (1) "Personal injury" caused by an offense arising out of your business, excluding advertising, publishing, broadcasting or telecasting done by or for you;
- (2) "Advertising injury" caused by an offense committed in the course of advertising your goods, products or services; or
- (3) "Web site injury" caused by an offense committed in the course of the visual or audio presentation of material on "your web site" or in the numerical expression of computer code used to enable "your web site";

but only if the offense was committed in the "coverage territory" during the policy period.

With respect to subparagraph b. (1) above, bulletins, financial or annual reports, or newsletters that are not published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters will not be considered publishing

2. Exclusions.

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal injury", "advertising injury" or "web site injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal injury", "advertising injury" or "web site injury".

b. Material Published With Knowledge Of Falsity

"Personal injury", "advertising injury" or "web site injury" arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal injury", "advertising injury" or "web site injury" arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period

d. Criminal Acts

"Personal injury", "advertising injury" or "web site injury" arising out of a criminal act committed by or with the consent of the insured.

e. Contractual Liability

"Personal injury", "advertising injury" or "web site injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to:

(1) "Personal injury" liability assumed in a contract or agreement that is an "insured contract", provided the "personal injury" arises out of an offense committed subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "personal injury" provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged; or

(2) "Personal injury", "advertising injury" or "web site injury" that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Advertising injury" or "web site injury" arising out of a breach of contract

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Advertising injury" or "web site injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in the course of advertising your goods, products or services.

h. Wrong Description Of Prices

"Advertising injury" or "web site injury" arising out of the wrong description of the price of goods, products or services.

i. Insureds In Media And Internet Type Businesses

"Personal injury", "advertising injury" or "web site injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of websites for others; or
- (3) An Internet search, access, content or service provider

However, this exclusion does not apply to Paragraphs a., b. and c. of the "personal injury" definition under **SECTION V – DEFINITIONS** of this endorsement.

For the purposes of this exclusion, bulletins, financial or annual reports, or newsletters that are not published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters will not be considered publishing.

j. Electronic Chatrooms Or Bulletin Boards

"Personal injury", "advertising injury" or "web site injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

k. Unauthorized Use Of Another's Name Or Product

"Personal injury", "advertising injury" or "web site injury" arising out of the unauthorized use of another's

name or product in your e-mail address, domain name or metatag, or any other similar activities that mislead another's potential customers

l. Pollution

"Personal injury", "advertising injury" or "web site injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

m. Pollution-Related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or "suit" by or on behalf of a governmental authority because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing or in any way responding to, or assessing the effects of, "pollutants".

n. Dishonest, Fraudulent Or Malicious Acts

"Web site injury" arising out of dishonest, fraudulent, criminal or malicious acts, errors or omissions committed by any insured, or by anyone for whom the insured is legally responsible, whether acting alone or with others.

o. Web Site Intellectual Property

"Web site injury" committed by any insured whose business is providing access to intellectual property of others via "your web site".

p. Employment-Related Practices

"Web site injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in paragraphs **p.(1)(a)(b)** or **(c)** above is directed.

This exclusion applies:

- (i) Whether the insured may be held liable as an employer or in any other capacity; and
- (ii) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B (Section I – Coverages) is amended as follows:

1. Paragraph 2.d. is deleted and replaced by the following:

- d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

2. The third sentence of Paragraph 2. is deleted and replaced by the following:

Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability and Paragraph 2.e.(1) of Section I – Coverage B – Personal Injury, Advertising Injury And Web Site Injury Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage", or damages for "personal injury", and will not reduce the limits of insurance.

SECTION II – WHO IS AN INSURED

The introductory sentence of paragraph 2. a. (1) Section II – Who Is An Insured is deleted and replaced by the following:

2. a. (1) "Bodily injury", "personal injury" or "web site injury":

Section II -- Who Is An Insured, paragraph 4. c., is deleted and replaced by the following:

- 4. c.** Coverage B does not apply to "personal injury", "advertising injury" or "web site injury" arising out of an offense committed before you acquired or formed the organization.

SECTION III – LIMITS OF INSURANCE

SECTION III – Limits Of Insurance, paragraph 4, is deleted and replaced by the following:

- 4.** Subject to 2. above, the Personal, Advertising and Web Site Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal injury", "advertising injury" and all "web site injury" sustained by any one person or organization.

SECTION V – DEFINITIONS

ADVERTISEMENT

The definition of "**Advertisement**" (**SECTION V – DEFINITIONS**) is deleted in its entirety.

COVERAGE TERRITORY

The definition of "**Coverage Territory**" (**SECTION V – DEFINITIONS**) is deleted in its entirety and replaced by the following:

- a.** The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b.** International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above; or
- c.** All parts of the world if the injury or damage arises out of:
 - (1)** Goods or products made or sold by you in the territory described in **a.** above;
 - (2)** The activities of a person whose home is in the territory described in **a.** above, but who is away for a short time on your business; or
 - (3)** "Personal injury", "advertising injury", and "web site injury" offenses that take place through the Internet or similar electronic means of communication; and

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in **a.** above or in a settlement we agree to

INSURED CONTRACT

The first paragraph of part **f.** of the definition of "**Insured Contract**" (**SECTION V – DEFINITIONS**) is deleted and replaced by the following:

- f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage" or "personal injury" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

PERSONAL AND ADVERTISING INJURY

The definition of "**Personal and advertising injury**" (**SECTION V – DEFINITIONS**) is deleted in its entirety and replaced by the following definitions of "advertising injury" and "personal injury":

"Advertising injury" means injury, arising out of one or more of the following offenses:

- a.** Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that claim is made or "suit" is brought by a person or organization that claims to have been slandered or libeled, or whose goods, products or services have allegedly been disparaged;
- b.** Oral, written or electronic publication of material that appropriates a person's likeness, unreasonably places a person in a false light or gives unreasonable publicity to a person's private life; or
- c.** Infringement of copyright, title or slogan, provided that claim is made or "suit" is brought by a person or organization claiming ownership of such copyright, title or slogan.

"Personal injury" means injury, other than "bodily injury", arising out of one or more of the following offenses:

- a.** False arrest, detention or imprisonment;

- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is performed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;
- d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that claim is made or "suit" is brought by a person or organization that claims to have been slandered or libeled, or whose goods, products or services have allegedly been disparaged; or
- e. Oral, written or electronic publication of material that appropriates a person's likeness, unreasonably places a person in a false light or gives unreasonable publicity to a person's private life.

SUIT

The definition of "**Suit**" (**SECTION V – DEFINITIONS**) is deleted in its entirety and replaced by the following:

"Suit" means a civil proceeding in which damages because of "bodily injury", "property damage", "personal injury", "advertising injury" or "web site injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.

The following definitions are added to **SECTION V – DEFINITIONS**

WEB SITE INJURY

"Web site injury" means injury, other than "personal injury" or "advertising injury", arising out of one or more of the following offenses:

- a. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that claim is made or "suit" is brought by a person or organization that claims to have been slandered or libeled, or whose goods, products or services have allegedly been disparaged;
- b. Oral, written or electronic publication of material that appropriates a person's likeness, unreasonably places a person in a false light or gives unreasonable publicity to a person's private life;
- c. Oral, written or electronic publication of material that violates a person's right of publicity, provided that claim is made or "suit" is brought by the person claiming rights of publicity; or
- d. Infringement of copyright, title or slogan, provided that claim is made or "suit" is brought by a person or organization claiming ownership of such copyright, title or slogan

YOUR WEB SITE

"Your web site" means all computer files and data which may be accessed via the Internet using a Universal Resource Locator that includes any domain name owned by or assigned to you.

NOTE: THE SELECTED COMPANY WILL ALSO NEED TO BE AVAILABLE FOR ALL EMERGENCY CLEAN UP SITUATIONS SUCH AS AFTER A HURRICANE.

IS YOUR COMPANY WILLING TO DEDICATE THE PERSONNEL AND EQUIPMENT NEEDED TO DO THIS: ✓ YES NO

CITY OF DELTONA
Nuisance Abatements (Lot Mowing and Property Maintenance)
For Code Enforcement Division – Term Contract
Bid No. 10020

In accordance with the foregoing terms, conditions and specifications, the undersigned bidder hereby submits the following firm, fixed prices for supplying the City of Deltona with mowing services, abatement work, emergency response and services needed to clear lots of trash and debris, on an as needed basis, as a yearly contract as follows:

NOTE: PRICES ARE INCLUSIVE OF LABOR, MATERIALS, EQUIPMENT AND DISPOSAL FEES.

SCHEDULE OF PRICING

CATEGORY I: MOWING VACANT AND OCCUPIED LOTS: Mowing vacant or occupied parcels of land including trimming weeds and grass along or by fences, hedges, fire hydrants, poles, trees, portions of street and along the house. The driveway and walkways should be cleared after mowing with a blower.

ITEM #	DESCRIPTION	UNIT PRICE
1	Lot mow & light clean-up of property (FLAT RATE)	\$ 50.88
2	Lots over 5,000 sq. ft. & light clean-up of property Up to 8,200 sq. ft. (FLAT RATE)	\$ 63.59
3	Lots over 8,200 sq. ft. & light clean-up of property Up to 14,000 sq. ft. (FLAT RATE)	\$ 101.76
4	Your proposed rate for mowing each additional 1,000 sq. ft. over 14,000 sq. ft. This is not a flat rate as charge. Will depend on actual lot size	\$ 7.22 For each additional 1,000 sq. ft. over 14,000

CATEGORY II: MISCELLANEOUS SERVICE: When necessary and when directed, accumulating, boxing, bagging or bundling trash and placing same at curbside or transporting to an authorized disposal facility, trimming dense overgrowth/undergrowth in areas where mowers or other standard equipment can not be used (does not include trimming around objects noted in Category I above): raising canopies on trees; removing or leveling of dirt or spoils; removing dead, diseased or fallen trees; trimming trees; hedges, shrubs. Price includes placing trash at curbside in a condition that complies with City and Solid Waste Authority size, weight,

Bid # 10020 Nuisance Abatements

separation and handling requirements or transporting materials to an authorized dumpsite but not disposal charges, which are paid separately, based on the actual charges incurred per an invoice from the disposal facility.

ITEM #	DESCRIPTION	UNIT PRICE
5	Chain Saw with Operator	\$ Per hour 25. ⁰⁰
6	Tractor equipment with operator	\$ Per hour 39. ²⁰
7	Hauling trailer and operator	\$ Per hour 44. ⁸⁰
8	Dump truck with operator	\$ Per hour 56. ⁰⁰
9	Labor only, i.e. refuse removal, etc.	\$ Per hour 42. ⁰⁰

ITEM #	DESCRIPTION	UNIT PRICE
10	Appliance Removal	\$ Each 3. ²⁵
11	Tire Disposal	\$ Each 5. ⁵⁰
12	Cost for operator and bobcat with a claw	\$ Per hour 44. ⁸⁰
13	Cost for operator and bobcat with a Brush Cutter 6'	\$ Per hour 44. ⁸⁰
14	Misc. Trash/Debris Removal	\$ Per hour 42. ⁸⁸
15	Misc. Abatements of pool or structure	\$ 300. ⁰⁰ Unit-price quote request before job
16	Board up windows to include labor and supplies	\$ 58. ⁴⁴ per window
17	Board up door to include labor and supplies	\$ 89. ⁴¹ per door

Bid # 10020 Nuisance Abatements

HOLD HARMLESS AND INDEMNITY AGREEMENT

White House Contracting, LLC agrees through the signing of this document by an authorized party or agent that it shall defend, indemnify and hold harmless the City of Deltona, and its agents, employees, and public officials from and against all suits, losses, claims, demands, judgments of every name and description arising out of or incidental to the performance of this contract or work performed thereunder, whether or not due to or caused by the negligence of the City of Deltona, its agents, employees, and public officials excluding only the sole negligence of the City of Deltona, its agents, employees, and Public Officials.

This provision shall also pertain to any claims brought against the City of Deltona, its agents, employees, and public officials by an employee of the named Contractor, any Sub-contractor, or anyone directly or indirectly employed by any of them.

The Contractor's obligation to indemnify the City of Deltona, its agents, employees and public officials under this provision shall be limited to \$1,000,000 per occurrence which the parties agree bears a reasonable commercial relationship to the contract.

The Contractor agrees to accept, and acknowledges as adequate remunerations, the consideration of \$10, which is part of the agreed bid price, the promises contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, for agreement to enter into this Hold Harmless and Indemnity Agreement.

Andrew White
CONTRACTOR

6/7/10
DATE

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of this bid, the Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement:

1. The prices in this bid have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor; and,
3. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.
4. Bidder agrees that supplies/services furnished regarding this offer, if awarded, shall be covered by the most favorable commercial warranties the Bidder gives to any customer for such supplies services and that rights and remedies provided herein are in addition to and do not limit any rights offered to the City by any other provision of the bid award.

PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

All Bidders submitting a response to this Invitation to Bid agree that such response also constitutes a bid to all governmental agencies, under the same conditions, for the same contract price, and for the same effective period as this bid, should the Bidder feel it is in their best interest to do so.

Each governmental agency desiring to accept these bids, and makes an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this bid.

This agreement in no way restricts or interferes with the right of any governmental agency to rebid any or all items.

REFERENCES

Bidder must submit with the bid, three (3) references (form attached) for projects of similar scope to include: Point of contact and telephone number. Failure to provide this information with the bid may result in bid being declared non-responsive.

Bid # 10020 Nuisance Abatements

This Form Must Be Completed and Returned with your Submittal.

BIDDER INFORMATION

Bidder (Company) Name: <u>Whitehouse Contracting, LLC</u>		F. E. I. N. or SS Number: <u>06-2107089</u>	
Mailing Address: <u>Po Box 329</u>		Street Address: <u>819 E. Kicklighter Rd.</u>	
City, State, Zip: <u>Lake Helen, FL 32744</u>		City, State, Zip: <u>Lake Helen, FL 32744</u>	
Type of Entity: (Circle one) Corporation <u>Partnership</u> Proprietorship Joint Venture		I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Bidder. X <u>Andrew Whitehouse</u> Authorized Signature (Manual)	
Incorporated in the State of: <u>Florida</u> Year: <u>2008</u>			
Telephone Number: <u>(386) 747-7171</u>		Typed or Printed Name: <u>Andrew Whitehouse</u>	
Toll Free Telephone Number: (800) <u>N/A</u>		Title: <u>Owner</u>	
Fax Number: <u>(386) 228-0199</u>			
F.O.B.: DESTINATION			

Bids may not be withdrawn for a period of 90 days after bid opening. All items bid must be in compliance with the stated specifications. Any Bidder taking exception shall indicate those exceptions on company letterhead and attach to their bid. Any questions regarding this bid should be addressed to Kate Krauss, City of Deltona Purchasing by facsimile transmission to (386) 878-8571 or email at kkrauss@deltonafl.gov
This Form Must Be Completed and Returned with your Submittal.

Bid # 10020 Nuisance Abatements

References

CUSTOMER NAME	CONTACT PERSON	TELEPHONE AND FAX NUMBER	SCOPE OF SERVICES PROVIDED/JOB NAME
City of Debarry	Tom Vandehey	(386) 456-5150 (386) 668-4122	Hurricane Stormwater Pipet pump cleanup
City of Debarry	Tom Vandehey	(386) 456-5150 (386) 668-4122	Park mowing and maintenance
City of Lake Helen	Rick Mullen	(386) 208-2121 (386) 208-9714	Hurricane Debris Removal

Does Bidder have any similar work in progress at time of Bid Opening?
If "Yes", explain:

Yes

☐

No

☒

References who are located in foreign countries are not acceptable.

This Form Must Be Completed and Returned with your Submittal.

Bid # 10020 Nuisance Abatements

Statement of No Bid

Bid No. 10020 For NUISANCE ABATEMENTS

If your company does not intend to bid on this Procurement, please complete and return this form prior to the date shown for receipt of bids to: CITY OF DELTONA, Purchasing Manager
2345 Providence Blvd., Deltona, FL 32725.

We, the undersigned, have declined to bid on the above referenced Invitation to Bid for the following reason(s) :

- ☐ Specifications are too "restrictive." (please explain below)
- ☐ Unable to meet specifications
- ☐ Specifications were unclear. (please explain below)
- ☐ Insufficient time to respond
- ☐ We do not offer this type of product or equivalent
- ☐ Our production schedule would not permit us to perform
- ☐ Unable to meet bond requirements
- ☐ Other (please explain below)

REMARKS:

<hr/> <div style="text-align: center;">Company Name</div>	<hr/> <div style="text-align: center;">Telephone</div>		
<hr/> <div style="text-align: center;">Signature</div>	<hr/> <div style="text-align: center;">Fax</div>		
<hr/> <div style="text-align: center;">Title</div>	<hr/> <div style="text-align: center;">Typed or Printed Name</div>		
<hr/> <div style="text-align: center;">Address</div>	<hr/> <div style="text-align: center;">City</div>	<hr/> <div style="text-align: center;">State</div>	<hr/> <div style="text-align: center;">Zip</div>

Bid # 10020 Nuisance Abatements